AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 26, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at 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**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-41957** 1. Approval of UTPA Academic Partnerships Initiative for Hidalgo County Employees
2. Announcement of Hidalgo County Employee Night at UTPA Men's Basketball Game on February 20, 2014

B. **AI-41945** 1. Report from the Rio South Texas Economic Council
2. Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004
3. Approval of 2014 Membership Dues for the Rio South Texas Economic Council in the amount of $17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

C. **AI-41931** Approval to authorize Valde Guerra, Executive Officer to sign documents pertaining to vehicle title and vehicle registration as required by the Texas Department of Motor Vehicles.

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

8. Constables:

A. AI-41889 Constable Pct. 1 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY 2014 Grant with the
Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

B. AI-41897 Constable Pct. 2:
Discussion, consideration and approval to appoint Andres Guzman Jr. as Reserve Deputy Constable by Constable, Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

C. AI-41850 Constable Pct. 2 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2.Authorization for County Judge, as authorized official, to sign required documents.

9. Human Resources - Esther Cortez:

A. AI-41751 Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period, 12/02/2013:

Action	***Position Title***	***Slot#***	***Budgeted Allowance Amount***
Delete Clothing Allowance	Deputy Sheriff	0122	$500.00
Delete Clothing Allowance	Deputy Sheriff (Step II)	0166	$500.00
Add Clothing Allowance	(Sr) Deputy Sheriff (Step III)	0162	$500.00

Add Clothing Allowance	Deputy Sheriff (Step II)	0193	$500.00

2. Approval of revised salary schedule.

10. **Sheriff's Office:**

A. **AI-41905** Requesting Commissioners Court's approval of a finding and authorization, pursuant to Article 3, Section 52(a) of the Texas Constitution, Section (i), for the Hidalgo County Sheriff's Office to purchase consumable items and imprint the Sheriff's Office logo on said items, which will serve a public purpose, through our educational/instructional and training programs. Items are introduced through these programs, while promoting our educational message, helping to interact with participants, thereby instilling, strengthening, and reinforcing our partnership and commitment to the citizens of Hidalgo County.

B. **AI-41852** Sheriff's Office - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

C. **AI-41929** 1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 (3rd phase) and authorization for County Judge, as authorized official, to sign (and initial) required documents.

2. Authorization to pay Overtime reimbursable under the grant terms and conditions.

3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2012 Operation Stonegarden Grant (3rd phase).

4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2012 Operation Stonegarden Grant (3rd Phase) in the amount of $141,640.81.

5. Approval to appropriate the budgets for the (12) twelve cities' portion of the FY 2012 Operation Stonegarden Grant (3rd phase) in the amount of $156,680.79.

	City of	**3rd Phase**
1	Alamo	8,090.58
2	Donna	10,616.32
3	Edinburg	39,576.71
4	Hidalgo	11,488.46
5	La Joya	5,114.33

6	Mercedes	6,520.81
7	Mission	10,659.09
8	Palmview	9,835.48
9	Penitas	7,072.41
10	Pharr	27,060.00
11	San Juan	9,415.85
12	Weslaco	11,230.75
	Total	**156,680.79**

11. **Tax Office - Paul Villarreal:**

A. **AI-41739** Discussion, consideration and approval to execute an interlocal agreement between the County of Hidalgo and the City of Pharr for Scofflaw vehicle registration denial services.

12. **Health & Human Services Department - Eddie Olivarez**

A. **Health Care Funding District:**

1. **AI-41580** a. Public Hearing to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2014 and how the revenue derived from those payments is to be spent.
b. Consideration and Possible Approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
c. Consideration and Possible Approval for the Hidalgo County Tax Assessor/Collector to collect the mandatory payments required by Hidalgo County Health Care Funding District.
d. Consideration and approval to assess mandatory payment & set assessment date

2. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

B. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

13. **IT Department - Renan Ramirez**

A. **AI-41922** Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after
review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
09/03/13	803358989	AT & T Long Distance	$250.60
10/03/13	803358989	AT & T Long Distance	$313.75

B. **AI-41700** Comm. Pct. 4:
Authorization and approval to change the name on wireless devices to Office Use through the County's membership/participation with CONTRACT:
DIR-SDD-1779 with VERIZON WIRELESS for the following:

Description:	Employee Name / Employee ID:	Transfer Name To:	MDN:
Cell Phone Name Change	Juan R. Garcia / 176265	Office Use	956-648-8733
Cell Phone Name Change	Jaime Guerra / 128295	Office Use	956-279-5789

14. **HIDTA - Task Force - Dora Munoz:**

A. **AI-41729** 1. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and Texas Alcohol & Beverage Commission.

2. Approval of appropriation of funds in the amount of $10,000.00

15. **Urban County - Diana Serna:**

A. **AI-41811** 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 for the purpose of ranking by Commissioner’s Court of at least three (3) professional engineering firms from the county’s approved “pool” as graded and evaluated by the City of La Villa, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 16, 18, 23, 24 & 25 (2003, 2005, 2010, 2011 & 2012) City of La Villa – Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
Dannenbaum Engineering	98%	
Melden & Hunt, Inc.	88%	
Guzman & Muñoz Engineering	88%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm
for a Urban County Program Years 16, 18, 23, 24 & 25 (2003, 2005, 2010, 2011 & 2012) City of La Villa - Water/Sewer Improvements project.

B. **AI-41862** The Urban County Program on behalf of the city of Palmview, is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction , LLC for a 2011 Street Improvements project in the amount of $344,169.00, utilizing funds from the UCP Year 23, 24 & 25 (2010, 2011 & 2012 Street Improvements line item).

C. **AI-41818** 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 for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) City of Weslaco – Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
DOS Logistics, Inc	94%	
LeFEVRE Engineering	93.33%	
TEDSI Infrastructure	92.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm
for a Urban County Program Year 26 (2013) City of Weslaco - Water/Sewer Improvements project.

16. **Head Start Program - Teresa Flores:**

A. **AI-41831** 2014 Office of Head Start Monitoring Protocol Review Questions

B. **AI-41815** Discussion/Approval of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) - (Commissioner Hector "Tito" Palacios"

C. **AI-41804** Discussion/Revision/Approval of the 2013-2014 Training and Technical Assistance Plan and Calendar - Policy Council and Grantee Board

D. **AI-41801** Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

17. **Planning Department - Raul Sesin:**

A. **AI-41802** 1. Reimbursement of Financial Guarantee
a. Vista Ridge Acres Phase IV – Pct. 1 (Landco.)

18. **Precinct #2 - Comm. H. Palacios:**

A. **AI-41932** 1. Approval of interlocal agreement between the City of Pharr and the County of Hidalgo, Tx to install check valves inside a storm sewer pipe in the City in which storm sewer pipe empties into the South Floodwater Channel for the South Fork Drain Project.
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 Pharr in the installation of check valves inside a storm sewer pipe in the city for the South Fork Drain Project.

19. **Budget & Management - Sergio Cruz:**

A. **AI-41874** Discussion, consideration, and authorization to maintain TCDRS plan provisions for Plan Year 2014.

B. **AI-41808** TxDOT:
1. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for FM 1925 from Kenyon Road to FM 907 - CSJ: 1803-02-028

2. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for FM 1925 from 10th Street to McColl Road - CSJ: 1803-01-092

3. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for North Alamo Road from FM 1925 to 0.5 mile North - CSJ: 0921-02-311

4. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for 11st Street - 0.70 miles East of FM493 at Drainage Ditch - CSJ: 0921-02-304

5. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for Chapin Road-0.25 miles East of FM 2061 at Drainage Ditch - CSJ: 0921-02-305

C. **Budget Appropriations:**

1. **AI-41842** JAG Grant (1282):
Approval of appropriation of the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the total amount of $56,980.00.

20. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-41914** Requesting approval of Change Directive No. 1 in connection with the "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building" from contracted vendor, D. Wilson Construction Company, and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court member to execute document.

2. **AI-41951** Presentation for discussion, consideration and applicable action for the engagement of professional consulting services provider in connection with securing funding from: Settlement BP Deepwater Horizon Restoration Project including, but not limited to, the following options:

   A. Exemption from competitive bidding requirements under Texas Local Government Code, Chapter, 262.024(a)(4) a professional service to negotiate an agreement;

   B. Procure a professional consulting services contract by formally publishing/advertising a solicitation for a Request for Proposals (with qualifications) for same.

3. **AI-41632** Presentation for the purpose of bid and contract to the responsible vendor submitting lowest and best bid received as detailed in tabulation sheet contained herein (meeting all specifications and/or requirements) for: Bid titled: Hidalgo County-"Punched & Drawn Biaxial Geogrid Reinforcement Material"-project No.: 2013-254-10-09-SGS.

4. **AI-41705** **430th Judicial District Court:**
   Requesting approval of the following claims/invoices with ASG SECURITY for monitoring services provided to the 430th Judicial District Court with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice #	Vendor	Amount	Account #
09/01/2013	22846885	ASG Security	$28.99	3-1100-412-00-010-001-0-413
10/01/2013	23009818	ASG Security	$28.99	3-1100-412-00-010-001-0-413

5. **AI-41641** Acceptance and approval of agreements (as listed/detailed below) for monitoring services with ASG Security for the duration of term for each of the agreements including the continuation of services through the life term of the equipment in place by user department with the authority to execute and signing of agreements by County Judge or Court Member:

a. Precinct No. 1-Two (2) locations at the Precinct One Offices @ $30.49/Monthly each site
Precinct No. 1-28312 FM 88-Edcouch Site @$30.64/Monthly
Precinct No. 1-Delta Lake Park @27.44/Monthly
Assigned requisitions for Precinct One are: 246857-246878-246843;

b. Precinct No. 4-1051 N. Doolittle Rd. @$26.39/Monthly thru **Req. #245300;**

c. Tax Assessor & Collector-300 W. Hall Acres, Ste. C-Pharr @$22.99/Monthly thru **PO#699696**
Tax Assessor & Collector-722 Breyfoggle-Mission @$18.99/Monthly thru **PO#689655**
Tax Assessor & Collector-1902 Joe Stephens-Weslaco @$18.99/Monthly thru **PO #691514;**

d. 430th District Court -1115 S. 9th St.-Edinburg @ $28.99/Monthly thru **Req. #246892**

6. AI-41938 Acceptance and approval of Work Authorization #4 (with an estimated cost of $4,900.00) as submitted by R. Gutierrez Engineering Corporation for Gearhart Drive Road & Drainage Improvement Project, through Contract#12-314-01-29.

B. Pct. 1

1. AI-41881 Acceptance and approval to purchase the following listed heavy equipment through Hidalgo County's membership/participation with National Joint Powers Alliance (NJPA) and BuyBoard Cooperative Purchasing as follow:

a) Two (2) New 2013 DOOSAN DL-250 Loader (Integrated Tool Carrier) with standard equipment for total not to exceed in the amount of $318,544.00 with H&V Equipment thru BuyBoard Contract #424-13 thru assigned requisition #247512;

b) Two (2) New 2013 JD770G Motorgraders for total not to exceed in the amount of $532,752.43 with Doggett Heavy Machinery thru BuyBoard Contract #424-13 thru assigned requisition 247508;

c) Two (2) New 2014 Cat Model CT660 Dump Trucks with standard equipment in addition to the additional specifications for total not to exceed in the amount of $238,164.44 thru the National Joint Powers Alliance Contract #060311-CAT thru assigned requisition #247523.

C. Pct. 2

1. **AI-41711** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services -Geotechnical and Construction Materials testing.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services -geotechnical and construction materials testing services for (as needed basis) for various precinct projects in Precinct No. 2.

Evaluation	Raba- Kistner	Terracon	PSI
Evaluator 1	98	95	93
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services geotechnical and construction materials testing services contract with the No. 1 ranked firm of _____ for: (as needed basis) for various precinct projects in Precinct No. 2.

2. **AI-41721** Requesting approval to rescind action taken by Commissioners Court on September 24, 2013 on AI#40850 including the cancellation of Work Authorization No. 4 as requested by Godinez Communications (C-11-117-08-02) and agreed by Precinct No. 2 due to the vendor's workload schedule and the inability of delivering the task services by scheduled time frame as detailed in the work autorization.

3. **AI-41906** A. Pursuant to review by (legal counsel DA's Office) of Hidalgo County Procurement Packet Legal Notice, paragraph #2, requesting action to waive formality (missing signature on bid form) including the authorization to permit the signing of same by vendor, Holchemont, LTD in connection with Hidalgo County Precinct No. 2 Project titled- Equipment and Maintenance Facility (2013-096A-11-13-MSS);

B. Presentation by project architect, ERO Architects, recommending Commissioners' Court award the Base Bid with Alternates 1, 2, and 3 (attached herein) to the responsible vendor submitting the lowest and best bid, Holchemont, LTD in the total amount of $1,585,000.00 (which includes Alternates 1, 2, & #3) for the construction project of a New 2 "Equipment and Maintenance Facility" located in Precinct #2 under Bid No. 2013-096A-11-13-MSS.

D. Auditor's Office

1. **AI-41895** Request by Hidalgo County Auditor for acceptance and approval of specific additional services agreement for a proposed amount of $3,750.00 as submitted by "Arbitrage Compliance Specialists" under current contract #E-13-139-05-15 for completion of "Arbitrage Compliance Computations" for years 2004 and 2007 tax notes as required by the United States Treasury, Internal Revenue Services ("IRS") for the tax-exempt debt as detailed under Exhibit "A".

E. **Tax Office:**

1. **AI-41554** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (7) (A);

B. Acceptance and approval of a "Sole Source Declaration" with RT Lawrence Corporation (RTL) for the mail deposit processing system and the "Software License Agreement and Total System Support Service" with said sole source designation remaining in effect as long as the Tax Office posses and utilizes the hardware and software commencing upon Commissioners Court action;

C. Requesting authority the purchase of a new Mail Deposit Processing System including Software License Agreement and Total System Support Services to assist in the processing of Tax Statements within the Hidalgo County Tax Office;

21. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-41883** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. **AI-41954** Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

E. **AI-41885** County v. MERS (Mortgage Electronic Registration Systems)

F. **AI-41898** Claim of Luis E. Escobar

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-41884** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. **AI-41955** Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

E. **AI-41886** County v. MERS (Mortgage Electronic Registration Systems)

F. **AI-41899** Claim of Luis E. Escobar

23. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

24. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

25. **Adjourn**

AI-41957 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of UTPA Academic Partnerships Initiative for Hidalgo County Employees
2. Announcement of Hidalgo County Employee Night at UTPA Men's Basketball Game on February 20, 2014

BACKGROUND

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 04:28 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Monica Badillo Started On: 11/22/2013 03:51 PM

Final Approval Date: 11/22/2013

Date: July 25, 2013

Re: Academic Initiative with:

UTPA
THE UNIVERSITY OF TEXAS-PAN AMERICAN™

Academic Partnerships represents The University of Texas-Pan American's high quality online degree programs. On behalf of The University of Texas-Pan American, Academic Partnerships would like to create an academic initiative between Hidalgo Country Government and The University of Texas-Pan American to address the educational needs of Hidalgo Country Government staff.

This initiative will allow employees from Hidalgo County Government to enroll in The University of Texas-Pan American's online Masters in Business Administration and Masters in Public Administration degree programs at a preferred tuition rate.

Together, we are committed to removing the barriers of access to the pursuit of higher education. Online degree programs are ideal for working individuals because of their affordability, accessibility, and accelerated time to completion. This initiative demonstrates Hidalgo County Government's commitment to the professional growth and development of its employees. In an effort to facilitate access to The University of Texas-Pan American's online degree programs, Hidalgo County Government agrees to designate a staff member as program coordinator who will assist in the launch of the initiative to Hidalgo County Government employees, and ensure ongoing program awareness.

Valde Guerra
Commissioners' Court Executive Officer
Hidalgo County Government

Ida Cavazos-Lindau
Executive Director
Academic Partnerships

Partnership Code:

Represented by AP ACADEMIC PARTNERSHIPS

AI-41945 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Report from the Rio South Texas Economic Council
2. Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004
3. Approval of 2014 Membership Dues for the Rio South Texas Economic Council in the amount of $17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Director Alma Colleli will be presenting power point presentation.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

Funds available as of 11/22/2013

Attachments

dues
w-9
bylaws
agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 03:42 PM
Obdett Calzada	Obdett Calzada	11/22/2013 05:03 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: SANDRA DELEON Started On: 11/22/2013 11:11 AM

Final Approval Date: 11/22/2013

Rio South Texas Economic Council
PO Box 4360
Edinburg, TX 78540

Invoice

Invoice #: 12-082
Invoice Date: 10/1/2013
Due Date: 12/1/2013
Project:
P.O. Number:

Bill To:

County of Hidalgo
Hidalgo County Judge's Office
302 West University Dr.
Edinburg, TX 78539

Date	Description	Amount
10/1/2013	Annual Membership dues for Rio South Texas Economic Council FY13-14 Counties with 500,000 or more and Cities with 50,000 or more	17,500.00

Thank you for your membership !

Total	$17,500.00
Payments/Credits	$0.00
Balance Due	$17,500.00

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Rio South Texas Economic Council

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶ **Non Profit**

☐ Exempt payee

Address (number, street, and apt. or suite no.)
900 E. Lakeview Drive

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

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

2	6	–	3	5	4	0	6	4	4

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 ▶ Steve Othenin Date ▶ 1/25/13

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.

BYLAWS
(as amended)
OF
RIO SOUTH TEXAS ECONOMIC COUNCIL

These Bylaws (referred to as the Bylaws) govern the affairs of the Rio South Texas Economic Council, a nonprofit corporation (referred to as the Council) organized under the Texas Non-Profit Corporation Act (referred to as the Act).

Mission

Our mission is to successfully promote the economic expansion and diversification of communities in the Rio South Texas region.

Objectives

Business Climate-To promote a business and governmental climate that is conducive to successful economic development.

Education-To improve education and training for the purpose of strengthening community economic development efforts.

Marketing- To engage in marketing activities for the purpose of generating opportunities that will result in economic expansion & diversification.

Networking-To provide opportunities for sharing knowledge and experience, and the development of professional relationships.

ARTICLE 1

OFFICE

Principal Office

1.01 The Principal office of the Council in the State of Texas shall be located at 900 E. Lakeview Drive, McAllen, TX 78501. The Council may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any offices of the Council.

Registered Office and Registered Agent

1.02 The Council shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Council's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided.

ARTICLE 2

MEMBERS

Classes of Members

2.01 There shall be three classes of membership: Foundation membership is available to counties, cities and/or local economic development corporations; Institutional membership is reserved for chambers of commerce, education institutions and councils of government; and Organizational membership is available to those entities or individuals having a vested interest in the economic vitality of the region but not eligible for Foundation or Institutional membership. The Council Board of Directors shall establish the responsibilities and financial commitment for each category.

Admission of Members and Renewal of Membership

2.02 Natural persons, associations, corporations, businesses, partnerships, cooperatives, government entities and estates having an interest in, and who are in agreement with, the general purposes and objectives of the Corporation may be admitted to membership in the Council. Each member which is a corporation, partnership, foundation, or any entity except a person shall have the right to designate one person to represent the member. The Board of Directors may adopt and amend application procedures and qualifications for membership in the Council. The Board of Directors will accept applications and make recommendations to the membership. An affirmative vote of the majority of the members, present and voting shall be required for admission of any applicant who meets the membership qualifications then in effect. A member may renew membership by paying all required fees and dues. Applications for membership shall be in writing on Council application forms, and signed by the applicant. . Applications for membership will be acted upon in a timely manner. If for any reason, the application for membership isn't acted upon by the membership and Board of Directors within thirty (30) days of receipt by the Council, then application shall be deemed approved, effective on the thirtieth (30^{th}) day from receipt.

Membership Fees and Dues

2.03 The Board of Directors may set and change the amount of the annual dues payable to the Council by members of each category. Dues shall be payable on or before December 1 of each year. Members in default will receive written notice by registered or certified mail, return receipt requested, and will then have thirty (30) days from receipt of letter to submit membership fees and dues to the Council. Failure to meet this guideline will result in termination of membership. The dues for a new member's first year shall be prorated from the first day of the month in which the member is admitted to membership through the end of the fiscal year.

Term of Membership Agreement/Withdrawals

2.04 Memberships are renewed annually by payment of annual membership dues. Any member may withdraw, through written notice, from the Council at any time without refund of dues paid to date.

Reimbursement

2.05 Members of the Council should not expect to be reimbursed for Council-related expenses.

Voting Rights

2.06 Each member, in good standing, shall be entitled to one vote on each matter submitted to a vote of the members. A member in good standing is one who has paid all required fees and dues as of the date of meeting.

Termination of Members

2.07 The Board of Directors, by a two-thirds vote of all directors, may remove a member from the Council, with or without cause.

Resignation

2.08 A member's resignation shall not relieve the member of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid prior to the effective date of the resignation.

ARTICLE3

MEETINGS OF MEMBERS

Annual Meeting of Members

3.01 Beginning in 2010, the Board of Directors shall hold an annual meeting of the members during the second week of January each year or at another time that the Board of Directors designates. The time and place shall be fixed by the Board of Directors and the notice thereof sent by mail, fax, or electronic mail to each member at least ten (10) days before said meeting. At the annual meeting, the Board shall elect directors, make an annual progress report, review the annual financial report and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

Regular Meetings of Members

3.02 The Board of Directors may provide for regular meetings of the members, at least quarterly, stating the time and place of such meetings, and may be called by the Chairman of the Board of Directors. Notice and purpose of the meeting shall be given to each member no less than three (3) days prior to each meeting.

Special Meetings of Members

3.03 Special meetings of the membership may be called by the Chairman, the Board of Directors, or not less than one-third (113) of the voting members. Notice, purpose and the place of the meeting shall be given to each member no less than ten (10) days prior to each meeting.

Place of Meetings of Members

3.04 The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of the meeting, the meeting shall be held at the registered office of the Council in Texas.

Notice of Meetings of Members

3.05 Written or printed notice of any meeting of the members shall be delivered to each member entitled to vote at the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Proxies

3.06 Any member may vote in person or by proxy executed in writing by such member. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Quorum of Members

3.07 One-third (1/3) of the voting membership in person or by proxy shall constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of members required to constitute a quorum. If a quorum is not present during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

Procedures

3.08 The procedures of any Member or Board of Directors meeting shall be guided by Roberts Rules of Order Newly Revised (10th Edition).

ARTICLE4

BOARD OF DIRECTORS

Management of the Council

4.01 The affairs of the Council shall be managed by the Board of Directors.

4.02 The Board of Directors may contract, employ, hire or otherwise acquire administrative, professional or other needed personnel services to further the purpose of the Council.

4.03 The Board of Directors has the authority to purchase, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and deal with real and personal property or any interest therein: to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets as the purposes of the corporation shall acquire.

Number and Qualifications of Directors

4.04 The number of directors shall be a number determined by the Board of Directors that is not less than six (6) including Foundation, Institutional and Organizational members. Directors shall be members in good standing of the Council.

Vacancies

4.05 Any vacancy occurring in the Board of Directors shall be filled by the member of the organization with the advice and approval of the Board of Directors; however, vacancies in the Board due to an increase in the number of directors is to be filled by the members at an annual meeting of the members or at a special meeting of members called for that purpose. Any other vacancy may be filled by approval of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the un-expired term of the predecessor in office.

Regular Meetings of Directors

4.06 The regular meetings of the Board of Directors shall be held at a time and place to be determined and adopted by resolution of the Board at its first meeting. All future meetings of the Board after that date shall be the same time and place unless otherwise determined.

Special Meetings of Directors

4.07 Special meetings of the Board of Directors may be called by the Chairman or any three Directors. The person or persons authorized to call special meetings may fix the time and place for holding such meetings.

Notice of Meetings of Directors

4.08 Written or printed notice of any meeting of the Directors shall be delivered to each Director at least three (3) days prior to the meeting stating the place, day and time of the meeting, who called the meeting, and the general purpose of the meeting. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Quorum of Directors

4.09 One-third (1/3) of the Board of Directors in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the Board. The directors present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of directors required to constitute a quorum. If a quorum fails to be maintained during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

Actions of Board of Directors

4.10 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors, in person or by proxy and in good standing, voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or by the bylaws. A director in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.

Proxies

4.11 Any director may vote in person or by proxy executed in writing by such director. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Agenda

4.12 An agenda for each meeting will be made available to all directors at least three (3) days prior to each meeting and at each meeting. There will be no restrictions placed on any agenda item. Each agenda item will be worded to make it clear that action may be taken.

Removal of Directors

4.13 Any director may be removed either with or without cause by a two-thirds (2/3) vote of all directors.

Attendance

4.14 Attendance at regular meetings of the Board of Directors is critical to the success of the Council's activities. Any director who is absent from three consecutive regular meetings or fails to attend fifty (50%) percent or more of regular meetings within any six (6) month period will be deemed to have vacated the director's position.

ARTICLES

OFFICERS

Officer Positions

5.01 The officers of the Board shall be a Chairman, Vice-Chairman, Secretary and Treasurer and Immediate Past Chairman. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions.

Election and Term of Office

5.02 The officers of the Board shall be elected annually by the Board of Directors at the regular annual meeting of the Board. At any meeting at which the election of officers occurs, the nominating committee shall report nominees for the board and for each officer position. In addition a director in good standing may nominate another director for any officer position with the second of any other voting director in good standing. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed him or herself in the same office.

Vacancies

5.03 A vacancy in any office may be filled by the Board of Directors for the un-expired portion of the officer's term.

Chairman

5.04 The Chairman shall be the Chief Executive Officer of the Council. The Chairman shall supervise the business affairs of the Council, subject to the direction of the Board of Directors. The Chairman shall preside at all meetings of the members, of the Board of Directors, and of the Executive Committee. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the Chairman may not execute instruments on behalf of the Council if this power is expressly delegated to another officer or agent of the Council by the Board of Directors, the bylaws, or statute. The Chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chairman.

Vice-Chairman

5.05 When the Chairman is absent, is unable to act, or refuses to act, the Vice-Chairman shall perform the duties of the Chairman. When the Vice-Chairman acts in place of the Chairman, the Vice-Chairman shall have all the powers of and be subject to all restrictions upon the Chairman. The Vice-Chairman shall preside over the Budget Committee and shall perform other duties as assigned by the Chairman of Board of Directors.

Secretary

5.06 The secretary shall give all notices as provided in the bylaws or as required by law, take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records, maintain custody of the corporate records and of the seal of the Council, affix the seal of the Council to all documents as authorized, keep a register of the contact information of each member, director, officer, and employee of the Council and perform duties as assigned by the Chairman.

Treasurer

5.07 The treasurer shall have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for moneys due and payable to the Council from any source, deposit all moneys in the name of the Council in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or Chairman, write checks and disburse funds to discharge obligations of the Council, maintain the financial books and records of the Council, prepare financial reports as least annually, perform other duties as assigned by the Chairman and if required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.

Immediate Past Chairman

5.08 The Immediate Past Chairman shall serve as an advisor to the officers and Executive Committee and perform duties as assigned by Chairman.

ARTICLE 6

COMMITTEES

Establishment of Committees

6.01 The Chairman, with the advice and consent of the Board of Directors, is authorized to appoint any standing or special committees, other than those specified in these bylaws. In addition to Directors, a committee may include persons who are not directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the bylaws or otherwise imposed by law. No committee shall commit the Council on any matter without first receiving the approval of the Board of Directors or the approval of the membership.

Committee Chairs

6.02 The Chairman shall appoint all committee chairmen. Committee meetings may be called at any time by the committee chairman, but committee chairmen must notify the Chairman of the Board.

Composition of Executive Committee

6.03 The Executive Committee shall be composed of the officers of the Council and representatives of each class of membership. Foundation members representing counties over 50,000 in population or cities over 10,000 in population shall have an automatic seat on the Executive Committee. The Chairman, with the consent of the Board of Directors, may appoint other Foundation members and at least one representative of the Institutional and Organizational members to the Executive Committee.

Authority of Executive Committee

6.04 The Executive Committee shall act on behalf of the Board of Directors when the Board of Directors is not in session. The Board of Directors shall set the limitation of authority of the Executive Committee and any actions taken by the Executive Committee shall be reported at the next Board meeting.

Nominating Committee

6.05 The Chairman shall appoint a nominations committee by December of each year or as soon thereafter as is possible for the purpose of nominating potential directors and officers of the Council. The committee shall report its nominees at the annual meeting of the Council or the meeting at which directors and officers will be elected. The committee will be composed of the Chairman and two other directors, at least one of which shall not have served on the Executive Committee.

Budget Committee

6.06 The Chairman shall appoint a budget committee in April of each year or as soon thereafter as is possible for the purpose of development of the next fiscal year's budget. The Vice-Chairman shall chair this committee.

ARTICLE7

TRANSACTIONS OF THE COUNCIL

Contracts

7.01 The Board of Directors may authorize any officer or agent of the Council to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Council. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposits

7.02 All funds of the Council shall be deposited to the credit of the Council in banks, trust companies, or other depositories that the Board of Directors selects.

Gifts

7.03 The Board of Directors may accept on behalf of the Council any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Council. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Council's federal and state tax status.

Potential Conflicts of Interest

7.04 The Council shall not make any loan to a director or officer of the Council. A director, officer, or committee member of the Council may not lend money to and otherwise transact business with the Council except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Council has the same rights and obligations relating to those matters as other persons transacting business with the Council. The Council shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Council without full disclosure of all relevant facts and without the approval of the Board of Directors members, not including the vote of any person having a personal interest in the transaction.

ARTICLES BOOKS AND

RECORDS Required Book and Records

8.01 The Council shall keep correct and complete books and records of account. The Council's books and records shall include:

(1) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Council, including, but not limited to, the articles of incorporation and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(2) A copy of the bylaws, and any amended versions or amendments to the bylaws.

(3) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors.

(4) A list of names and addresses of the members, directors, officers, and any committee members of the Council.

(5) Financial statements showing the balance sheet and income and expenses of the Council for the three most recent fiscal years.

(6) All rulings, letters, and other documents relating to the Council's federal, state, and local tax status.

(7) The Council's federal, state, and local information or income tax returns for each of the Council's three most recent tax years.

Inspection and Copying

8.02 Any officer, director or member of the Council may inspect and receive copies of all books and records of the corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person submits a request in writing. Any person entitled to inspect and copy the Council's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the council's books and records may do so at a reasonable time no later than ten (10) working days after the council's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Councils' books and records by members. The fees may cover the cost of materials and labor, but may not exceed fifty cents ($.50) per page. The Council shall provide requested copies of books or records no later than ten (10) working days after the corporation's receipt of a proper written request.

ARTICLE 9

FISCAL

Fiscal year

9.01 The fiscal year of the Council shall begin on the first day of October and end on the last day in September in each year.

Budget

9.02 Prior to July 1 of each year, the Budget Committee shall meet and prepare an annual budget. The budget shall be first presented to the board no later than the regular meeting in August of each year. The budget shall be subject to the approval of the Board of Directors no later than the regular meeting in September and shall become the operating budget for the Council in the next fiscal year.

Audit

9.03 The Board of Directors shall order a certified audit to be conducted annually.

Annual Report

9.04 The Chairman shall report to the membership regarding the functions and conditions of the Council at the annual meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a majority vote of the members in person or by proxy at any regular or special meeting of the members. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall be sent to the last recorded address of each member at least ten (10) days prior to the date of the meeting, and shall include the board recommendations for the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

11.01 The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

11.02 If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

11.03 The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

11.04 Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular

Seal

11.05 The Board of Directors may provide for a corporate seal. Such seal would consist of two concentric circles containing the words Rio South Texas Economic Development Council, Texas. in one circle and the word Incorporated together with the date of incorporation of the Council in the other circle.

Power of Attorney

11.06 A person may execute any instrument related to the Council by means of a power of attorney if an original executed power of attorney is provided to the secretary of the Council to be kept with the council records.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Rio South Texas Economic Council and that the foregoing Bylaws constitute the Bylaws of the Council. These Bylaws were originally adopted at a meeting on October 13. 2008 and duly amended at a meeting on March 5, 2009 and duly amended again at a meeting on January 19, 2012.

1-20-12
Date

Eduardo Campirano, Secretary

AGREEMENT FOR PROVISION OF SERVICES

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer state and local economic development programs in order to stimulate, encourage, and develop commercial activity in the County; and

WHEREAS, pursuant to Section 381.004 of the Texas Local Government Code, the County is authorized to use public funds and employees of the County for such program, and to contract with another entity, as defined in such Section, for the administration of such an economic development program; and

WHEREAS, the County intends to continue to develop a economic development program to promote business and commercial activity within the County for the purpose of improving the economic competitiveness of the County and enhancing the development of regional industry clusters within the County and the Rio Grande Valley (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the purposes for which the Rio South Texas Economic Council, a Texas nonprofit corporation (the "Council"), was created include engaging in marketing activities for the purpose of generating opportunities that will result in economic expansion and diversification in Hidalgo, Cameron, Willacy and Starr Counties and to promote a business and governmental climate that is conducive to successful economic development in such counties; and

WHEREAS, pursuant to that certain Agreement for Provision of Services between the County and the Council dated January 29, 2013, the County previously contracted with the Council for the Council to administer the Program on behalf of the County, the term of which contact expires on November 30, 2013; and

WHEREAS, the County now desires to enter into a contract with the Council, whereby the Council will continue to administer the Program on behalf of the County, including the provision of the services, specified below; and

WHEREAS, the Council is agreeable to contracting with the County to continue to assist the County in promoting the development of regional industries as set forth above and providing the services set forth herein.

NOW, THEREFORE, the County and the Council do hereby covenant and agree as follows:

1. **Administration of Program; Services Provided.** The Council agrees to administer the Program during the Term (as defined below) on behalf of the County, including the provision of the following services for the promotion and development of regional industries:

    (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development;

(ii) Improving education and training for the purpose of strengthening community economic development efforts;

(iii) Marketing the region for the purpose of generating opportunities that will result in economic expansion and diversification;

(iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley and

(v) Such other services as are agreed between the County and Council.

Without limiting the generality of the foregoing, the County and the Council agree that the services provided hereunder to the County include assistance with website development and design, market research and studies, creation of beta tables, marketing materials and similar materials, and participation in trade shows and missions. The means and methods for providing such services shall be subject to the County's prior review and approval. The County shall be provided the opportunity to give input into all creative processes and designs, and shall have final approval of all marketing and creative endeavors and other services for the County. The Council shall abide by all applicable laws, rules, ordinances, orders and regulations in providing services hereunder. Upon its creation, all rights in and to all materials created by the Council specifically for the County hereunder in whatever form or media (collectively, the "Work"), and any derivative works thereof, shall be exclusively owned by and vested in the County as works made for hire (including, without limitation, all copyrights). All rights in the Work created specifically for the County, including all copyrights, trademarks and other intellectual property, belong exclusively to County, including the exclusive right to use, reproduce, alter, record, perform and synchronize the Work for any purpose in any media without further agreement or payment, and the exclusive right to register all copyrights anywhere in the world in the Work in County's name.

2. **Payment.** In consideration for the complete and satisfactory performance by the Council of the Council's obligations hereunder, the County shall pay the Council $17,500.00 for the provision of services as set forth herein, which amount is the County's dues attributable to its class of membership in the Council, as such is set forth in Article 2 of the By-laws of the Council. Such amount is payable on or before December 31, 2013, and satisfies the dues requirement of the By-laws of the Council such that no additional payment shall be due from the County. The payment provided for herein shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

3. **Use of Funds.** The Council shall use the funds received from the County only for the purposes set forth in this Agreement.

4. **Annual Report.** The Council agrees to, at least annually or more frequently upon request by the County, present a report to the Commissioners Court of the County of the activities and accomplishments of the Council.

5. **Representations and Warranties of Council.** The Council represents and warrants to the County, as of the date hereof, as follows:

    A. **Organization**. The Council is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas.

    B. **Authority**. The execution, delivery and performance by the Council of this Agreement are within the Council's powers and have been duly authorized by all necessary action of the Council.

    C. **County Obligation Limited**. The Council acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the operation of the Council or the provision of services hereunder, and is only obligated to make the payment specifically provided in paragraph 2 of this Agreement.

6. **Representations and Warranties of County.** To the actual knowledge of the Commissioners' Court, as of the date hereof, the County represents and warrants to the Council that the execution, delivery and performance by the County of this Agreement are within its powers and have been duly authorized by all necessary action.

7. **Information; Audit.** The Council shall, at such times and in such form as the County may request from the Council, provide information concerning the status of the performance of the Council's obligations under this Agreement. The Council agrees that the County will have the right to audit the financial and business records of the Council that relate specifically to the Program and Council's compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Council shall make all records related to the Program and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

8. **Miscellaneous.**

    A. **Effective Date.** This Agreement shall be effective on December 1, 2013 (the "Effective Date"), and shall continue in full force and effective until November 30, 2014 (the period from the Effective Date to such termination date, the "Term").

B. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.

C. **Amendment**. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties, except for the County's right to terminate this Agreement as set forth below.

D. **Waiver**. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

E. **Remedies**. Upon breach of any of the covenant, representation, warranty or agreement contained in this Agreement, which breach is not cured within thirty (30) days of notice from the aggrieved party to the other party, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Without limiting the generality of the foregoing, the Council acknowledges and agrees that under no circumstances will the County have any liability in excess of the amount payable as set forth in paragraph 2 of this Agreement. In the event the County is the aggrieved party, the County shall also be entitled to terminate this Agreement upon notice to the Council and to a refund of the payment made pursuant to paragraph 2 above, which refund shall be calculated pro rata based on the amount the percentage of the Term remaining at the time of such termination.

F. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

If to the County:
Hidalgo County
1615 S. Closner, Ste. J
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

If to the Council:
Rio South Texas Economic Council
PO Box 4360
Edinburg, Texas 78540
Attn: Alma Puente Colleli, Executive Director
Telephone: (956) 928-0641

G. **Applicable Law**. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

H. **Severability**. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

I. **No Third-Party Beneficiaries**. The County and the Council intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Council.

J. **No Joint Venture**. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

K. **Assignments**. This is an Agreement for the services of the Council. Accordingly, the Council may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the County, and any assignment by the Council in violation of the terms hereof shall be void ab initio and of no force or effect.

L. **Counterparts**. This Agreement may be executed in multiple counterparts all of which shall be considered one and the same document.

EXECUTED AS OF THIS 26th day of November, 2013.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Clerk
(SEAL)

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

RIO SOUTH TEXAS ECONOMIC COUNCIL

_____
Steve Ahlenius, Chairman

ATTEST:

_____
Nelda Ramirez, Secretary

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: RSTEC Agreement

From : Michael Leo <michael.leo@co.hidalgo.tx.us> Mon, Nov 25, 2013 12:42 PM

Subject : Fwd: RSTEC Agreement 2 attachments

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Roberto Villarreal <roberto.villarreal@co.hidalgo.tx.us>, Carlos Ramirez <carlos.ramirez@auditor.co.hidalgo.tx.us>, obdett calzada <obdett.calzada@co.hidalgo.tx.us>

Hello Monica,

For AI AI- 41945, please attach agreement as back up and email from legal providing draft signifying their approval.

Michael Leo
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "Roberto Villarreal" <roberto.villarreal@co.hidalgo.tx.us>, "Stephen L. Crain" <scrain@atlashall.com>
Sent: Monday, November 25, 2013 12:24:17 PM
Subject: RE: RSTEC Agreement

Michael,

The updated draft is attached for your review.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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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.

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image001.jpg
5 KB

Hidalgo County RSTEC Agreement 2013-2014 v2.pdf
90 KB

AI-41931 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 11/26/2013

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

Department: COUNTY JUDGE

Information

CAPTION

Approval to authorize Valde Guerra, Executive Officer to sign documents pertaining to vehicle title and vehicle registration as required by the Texas Department of Motor Vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/21/2013 04:53 PM
Manuel Chapa	Manuel Chapa	11/22/2013 10:39 AM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: SANDRA DELEON Started On: 11/21/2013 01:37 PM

Final Approval Date: 11/22/2013

AI-41889 **Constables 8. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY 2014 Grant with the Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 01/17/2014 - 08/31/2014.

The proposed budget includes overtime and FICA fringe benefits ONLY, and operational expenses.

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 3-1284-421-00-291-080-4-XXX

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

BUDGETARY IMPACT:

Appropriation of grant award will take place once award letter is received by Hidalgo County. This agenda item is in relation to the submission of the grant application.

With respect to salary related object codes, the proposed budget includes overtime and FICA fringe benefit ONLY.

Fringe benefits wihch include retirement, unemployment comp, workers comp, health & life attributed to the overtime hours are to be charged to the Constable Pct. 1 general fund budget (3-1100-421-00-291-001-0-XXX).

Attachments

Application- backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 03:32 PM
Obdett Calzada	Obdett Calzada	11/22/2013 10:19 AM
Rosalinda Cantu	Rosie Cantu	11/22/2013 02:55 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Joe Espinoza Started On: 11/19/2013 03:32 PM

Final Approval Date: 11/22/2013

LOCAL BORDER SECURITY PROGRAM FY 2014 (LBSP-14)
APPLICATION

1. APPLICANT NAME (Jurisdiction):	Hidalgo County Constable Pct .1
2. COUNTY:	Hidalgo
3. TYPE:	☐ City Government ☒ County Government
3. PAYMENT TYPE:	☒ Reimbursement ☐ One-Time Advance Payment
4. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2014)	

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2014 (LBSP- 14) Guide for information about these forms.)

- ☒ Designation of Grant Officials (Form A-2).
- ☒ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☒ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☒ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☒ Statement of Work (Form A-6)
- ☒ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☒ Copy of local overtime policy.
- ☒ Copy of pay schedule during the grant period.

7. CERTIFICATION

I certify, by signing this document that the information provided within is accurate, and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2014 (LBSP-14) Guide, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the Local Border Security Program FY 2014 (LBSP-14).

Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date

Email* or Mail completed forms and application materials to:

Texas Homeland Security
State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160
Austin, TX 78752

SAA-LBSP@dps.texas.gov

*Note: Email submission is preferred. Applications must be received by the THSSAA by 5PM CDT on December 13, 2013

LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)
DESIGNATION OF GRANT OFFICIALS

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)

GRANT PERIOD:	January 17, 2014 – August 31, 2014

AGENCY NAME:	Hidalgo County Constable Pct 1

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	Celestino Avila Jr.
Title	Constable
Official Mailing Address	1902 Joe Stephens Suite #303 Weslaco, Texas 78596
Daytime Phone Number	956-447-3995
Fax Number	**956-4478614**
E-mail Address	Celestino.avila@co.hidalgo.tx.us

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	Raymundo Eufracio,CPA
Title	Auditor- Hidalgo County
Official Mailing Address	2808 South Business Hwy. 281 Edinburg,Texas 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	ray.eufracio@co.hidalgo.tx.us

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)** *Note: If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with the Application.
Name	Ramon Garcia
Title	County Judge – Hidalgo County
Official Mailing Address	302 West University Dr. Edinburg,Texas 78539
Daytime Phone Number	956-318-2600
Fax Number	956-318-2699
E-mail Address	Ramon.garcia@co.hidalgo.tx.us

If at any point during the grant period these POC's change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov .

APPLICATION FOR STATE ASSISTANCE

1. **NAME OF PROGRAM/ ASSISTANCE:** LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP- 14)	2. **APPLICANT STATUS:** ☐ City ☒ Reimbursement ☒ County ☐ One time Advance
3. **START DATE:** JANUARY 17, 2014	4. **END DATE:** AUGUST 31, 2014

5. **APPLICANT INFORMATION**

a. **Legal Name of Applicant Organization (as it appears on the LSBP- 14 Application/Form A-1):** Hidalgo County Constable Pct.1	b. **Name & Telephone Number of Grant Performance Officer:** Celestino Avila Jr. 956-447-3775
c. **Mailing Address:** 1902 Joe Stephen Suite #303 Weslaco, Texas 78596	d. **Physical Address (if different from Mailing Address):**

6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**

746000717

7. **ESTIMATED EXPENSES:**

a. Salary & Benefits (from line ___ Form A-4)	102,357.06
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	
d. Total Expenses (A + B + C)	102,357.06

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	Ramon Garcia
b. Title of Authorized Official:	County Judge
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR THIS FORM

Item 2: Indicate whether the applicant is a City or a County and whether the Jurisdiction will request a one-time advance if funded.
Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-14 Program Application (Form A-1).
Item 6: This 9-digit number should match the number on your Form 74-176. If you do not supply this number we CANNOT award you any grant funds.
Item 7: The data in this section should match the information included on the Financial Cost Estimate (Form A-4).
Item 8: This form must be signed by the Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for and accept grants.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2014

2. APPLICANT NAME: Hidalgo County Constable Pct. 1

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	FICA 7.65%	Total Salary & Fringe
Deputy 1	8	$18.81	$28.22	6	5	$6,771.60	$518.03	$7,289.63
Deputy 2	1	$19.47	$29.21	6	5	$876.15	$67.03	$943.18
Sr. Deputy 4	2	$22.94	$34.41	6	5	$2,064.60	$157.94	$2,222.54
Sgt.3	1	$24.39	$36.59	6	5	$1,097.55	$83.96	$1,181.51
Chief 1	1	$23.90	$35.85	6	5	$1,075.50	$82.28	$1,157.78
							Total Personnel Estimates	**$12,794.63**

b. Travel & Per Diem Estimate

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				$0.565	**$0.000**
Fuel Costs					
Other Costs					
			Total Operational Cost Estimate		**$0.00**

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

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	$102,357.06
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	**$102,357.06**

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

Reimbursement: X

ONE TIME Advance Payment Request:

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Constable Pct. 1	Local Border Security Program FY 2014 (LBSP-14)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

Ramon Garcia	County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant'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) PUBLIC INFORMATION. A subgrantee must insure that all information collected, assembled, or maintained by the applicant 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) OPEN MEETINGS. A subgrantee must 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) CHILD SUPPORT PAYMENTS. A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must 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.

(7) ADMINISTRATION. 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 local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. A subgrantee must 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. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant 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 are listed at http://www.epls.gov.

(12) HIV/AIDS. Subgrantees must 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*.

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, 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.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant 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.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the THSSAA to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

Statement of Work (SOW) for LBSP Grant Funds 2014

State Objective of LBSP 2014 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMap, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?
Enhance uniformed patrol activities within Hidalgo County Pct 1.
Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.
Continuation in multi law enforcement operations.

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pd 1 and br border criminal elements who utilize Hidalgo County Pot I to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Hidalgo County Pct 1 borders Mexico to the south and Cameron County, Texas to the east, both designated at source areas.
Maximize continued efforts with multi-agency intelligence while working operations I details with local state and federal law enforcement agencies within Hidalgo County Pot 1.
Increased timely reports to JOIC, by BIAR5 and I or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes and citizen contributions.
Participate in south bound operations at US Ports of Entry. Hidalgo County Pct 1 currently had two (2) ports of entry located within jurisdiction.

AI-41897 **Constables 8. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Roxanne De La Cruz,
CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
Discussion, consideration and approval to appoint Andres Guzman Jr. as Reserve Deputy Constable by Constable, Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Reserve Deputy Constables are not compensated from Co. funds; no fiscal impact to Co.

Attachments

Local Goverment Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 03:34 PM
Obdett Calzada	Obdett Calzada	11/21/2013 09:23 AM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Roxanne De La Cruz Started On: 11/20/2013 10:37 AM

Final Approval Date: 11/22/2013

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

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

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

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

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

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

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

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

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

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

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

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the
constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

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

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

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

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

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

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

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure
or by any other law.

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

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

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

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

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

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

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

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

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

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

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

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

AI-41850 **Constables 8. C.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2.Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 01/17/2014 - 08/31/2014.

The proposed budget includes overtime and FICA fringe benefits ONLY, and operational expenses.

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 3-1284-421-00-292-080-4-XXX

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

BUDGETARY IMPACT:

Appropriation of grant award will take place once award letter is received by Hidalgo County. This agenda item is in relation to the submission of the grant application.

The proposed budget includes overtime and FICA fringe benefit ONLY.

Fringe benefits wihch include retirement, unemployment comp, workers comp, health & life attributed to the overtime hours are to be charged to the Constable Pct. 2 general fund budget (3-1100-421-00-292-001-0-XXX).

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/19/2013 01:43 PM
Obdett Calzada	Obdett Calzada	11/22/2013 10:15 AM
Rosalinda Cantu	Rosie Cantu	11/22/2013 02:48 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Roxanne De La Cruz Started On: 11/15/2013 09:56 AM

Final Approval Date: 11/22/2013

LOCAL BORDER SECURITY PROGRAM FY 2014 (LBSP-14)
APPLICATION

1. APPLICANT NAME (Jurisdiction): Hidalgo County Constable Precinct 2 Martin Cantu

2. COUNTY: Hidalgo

3. TYPE:
- ☐ City Government
- ☒ County Government

3. PAYMENT TYPE:
- ☒ Reimbursement
- ☐ One-Time Advance Payment

4. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2014)

01-17-2014 through 08-31-2014

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2014 (LBSP- 14) Guide for information about these forms.)

- ☒ Designation of Grant Officials (Form A-2).
- ☒ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☒ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☒ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☒ Statement of Work (Form A-6)
- ☐ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☐ Copy of local overtime policy.
- ☐ Copy of pay schedule during the grant period.

7. CERTIFICATION

I certify, by signing this document that the information provided within is accurate, and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2014 (LBSP-14) Guide, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the Local Border Security Program FY 2014 (LBSP-14).

Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date

Email* or Mail completed forms and application materials to:

Texas Homeland Security
State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160
Austin, TX 78752

SAA-LBSP@dps.texas.gov

*Note: Email submission is preferred. Applications must be received by the THSSAA by 5PM CDT on December 13, 2013

LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)
DESIGNATION OF GRANT OFFICIALS

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)

GRANT PERIOD:	January 17, 2014 – August 31, 2014

AGENCY NAME:	Hidalgo County Constable Precinct 2 Martin Cantu

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	Armando Campos
Title	Chief Deputy
Official Mailing Address	300 W. Hall Acres Rd Ste E Pharr, Texas 78577
Daytime Phone Number	(956) 784-3510
Fax Number	**(956) 784-8786**
E-mail Address	**armando.campos@co.hidalgo,tx.us**

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	Raymundo Eufracio
Title	Hidalgo County Auditor
Official Mailing Address	2808 S. Business Hwy 281 Edinburg, Texas 78539
Daytime Phone Number	**(956)318-2511**
Fax Number	**(956) 318-2577**
E-mail Address	**ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)** *Note: If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with the Application.
Name	Ramon Garcia
Title	County Judge
Official Mailing Address	302 W. University Dr. Edinburg, Texas 78539
Daytime Phone Number	(956) 318-2600
Fax Number	(956) 318-2699
E-mail Address	**countyjudge@co.hidalgo.tx.us**

If at any point during the grant period these POC's change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov .

APPLICATION FOR STATE ASSISTANCE

1. NAME OF PROGRAM/ ASSISTANCE:	2. APPLICANT STATUS:
LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP- 14)	☐ City ☐ County ☒ Reimbursement ☐ One time Advance
3. START DATE: JANUARY 17, 2014	4. END DATE: AUGUST 31, 2014

5. APPLICANT INFORMATION

a. Legal Name of Applicant Organization (as it appears on the LSBP- 14 Application/Form A-1):	b. Name & Telephone Number of Grant Performance Officer:
Hidalgo County Constable Precinct 2 Martin Cantu	Hidalgo County Constable Precinct 2 (956) 784-3510
c. Mailing Address: 300 W. Hall Acres Rd. Ste. E Pharr, Texas 78577	d. Physical Address (if different from Mailing Address):

6. EMPLOYER IDENTIFICATION NUMBER / TAX ID # 74-6000-717

7. ESTIMATED EXPENSES:

a. Salary & Benefits (from line ___ Form A-4)	32,919.33
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	
d. Total Expenses (A + B + C)	32,919.33

8. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	
b. Title of Authorized Official:	
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR THIS FORM

Item 2: Indicate whether the applicant is a City or a County and whether the Jurisdiction will request a one-time advance if funded.

Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-14 Program Application (Form A-1).

Item 6: This 9-digit number should match the number on your Form 74-176. If you do not supply this number we CANNOT award you any grant funds.

Item 7: The data in this section should match the information included on the Financial Cost Estimate (Form A-4).

Item 8: This form must be signed by the Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for and accept grants.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2014
2. APPLICANT NAME:	**Hidalgo County Constable Pct.**

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	FICA 7.65%	Total Salary & Fringe
Sr. Deputy S	1	$22.94	$34.41	5	4	$688.20	$52.65	$740.85
Sr. Deputy	1	$20.69	$31.04	5	4	$620.70	$47.48	$668.18
Deputy Cons	1	$19.47	$29.21	5	4	$584.10	$44.68	$628.78
Deputy Cons	1	$18.81	$28.22	5	4	$564.30	$43.17	$607.47
Deputy Cons	1	$18.01	$27.02	5	4	$540.30	$41.33	$581.63
			$0.00			$0.00	$0.00	$0.00
							Total Personnel Estimates	$3,226.92

b. Travel & Per Diem Estimate

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	5	80	4	$0.555	$888.00
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	$888.00

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

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	$25,815.33
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$7,104.00
Total Expenses	**$32,919.33**

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

Reimbursement: X

ONE TIME Advance Payment Request:

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
	Local Border Security Program FY 2014 (LBSP-14)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A subgrantee must comply with Texas Government Code, Chapter 573 by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant'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) PUBLIC INFORMATION. A subgrantee must insure that all information collected, assembled, or maintained by the applicant 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) OPEN MEETINGS. A subgrantee must 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) CHILD SUPPORT PAYMENTS. A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must 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.

(7) ADMINISTRATION. 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 local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met

(8) SUSPECTED CHILD ABUSE. A subgrantee must 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. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant 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 are listed at http://www.epls.gov.

(12) HIV/AIDS. Subgrantees must 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.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, 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.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant 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.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the THSSAA to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

Statement of Work (SOW) for LBSP Grant Funds 2014

State Objective of LBSP 2014 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMap, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

AI-41751 **Human Resources 9. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period, 12/02/2013:

Action	*Position Title*	*Slot#*	*Budgeted Allowance Amount*
Delete Clothing Allowance	Deputy Sheriff	0122	$500.00
Delete Clothing Allowance	Deputy Sheriff (Step II)	0166	$500.00
Add Clothing Allowance	(Sr) Deputy Sheriff (Step III)	0162	$500.00
Add Clothing Allowance	Deputy Sheriff (Step II)	0193	$500.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact, from within department funds.

Attachments

JOB DESCRIPTION
PAR forms
fiscal note
salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/12/2013 03:07 PM
Obdett Calzada	Obdett Calzada	11/19/2013 01:52 PM
Human Resources	Diana Munoz	11/19/2013 04:55 PM
Obdett Calzada	Obdett Calzada	11/21/2013 09:25 AM
Rosalinda Cantu	Rosie Cantu	11/21/2013 02:44 PM
Rosalinda Cantu	Rosie Cantu	11/21/2013 02:45 PM
Auditor's Office	Obdett Calzada	11/21/2013 03:30 PM
Obdett Calzada	Obdett Calzada	11/22/2013 01:31 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Diana Munoz Started On: 11/08/2013 01:53 PM

Final Approval Date: 11/22/2013

HIDALGO COUNTY
SHERIFF'S DEPARTMENT

DEPUTY SHERIFF

SUMMARY:
May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

ESSENTIAL DUTIES AND RESPONSIBILITES:
Criminal Enforcement Division
Depending on area to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keep records of activities and make reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney or U.S. Attorney;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc.;
- Question witnesses and suspects and take statements and depositions;
- Assist other law enforcement agencies as needed;
- Perform surveillance of suspects and assigned locations;
- Meet with informants and conduct undercover narcotics work;
- Handle and care for dogs involved in narcotics investigations;
- Conduct background investigations on applicants for law enforcements and corrections positions;
- Serve as a bailiff in county and district courts;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;

- Return persons who have been arrested to county in other locations in and out of state;
- Regular attendance is a must.
- Ability to work well with others.

In School Policing

- Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate crimes against persons and property and assists federal, state and local law enforcement officials;
- Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution.
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- May handle and care for dogs involved in narcotics investigations;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention;
- Will interact with students and school faculty on a daily basis;
- Will be involved in participating and providing security for school related activities and functions;
- Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities;
- Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed;
- Perform such other related duties as may be assigned by the Sheriff's Department.

SUPERVISORY RESPONSIBILITIES

- May be asked to oversee special details involving two or more officers.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- At least one (1) year of law enforcement related experience preferred;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education;
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws.
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms and specialized equipment;
- Ability to communicate effectively orally and in writing.
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel; The employee may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works nearing moving mechanical parts; in high precarious places; with explosives; and in occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 15 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) **DATE:** 11/14/2013

CURRENT POSITION TITLE: DEPUTY SHERIFF (Step II) RC **CURRENT SLOT. #:** 001-166

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO PATROL AND WILL NOT BE ON SPECIAL ASSIGNMENT. ONLY POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE CIVILIAN TYPE (DRESSY SHIRT/TIE).

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11-14-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	11.18.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	Nina V. Garcia DEPARTMENT OF BUDGET & MANAGEMENT	11-21-13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 15 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) **DATE:** 11/14/2013

CURRENT POSITION TITLE: DEPUTY SHERIFF (Step II) 2C **CURRENT SLOT. #:** 001-193

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO THE CRIME STOPPER UNIT. POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE CIVILIAN TYPE (DRESSY SHIRT/TIE).

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	11-14-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Luis HUMAN RESOURCES DIRECTOR	11-18-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	11-21-13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 7 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) PC

DATE: 11/6/2013

CURRENT POSITION TITLE: ~~(SW)~~ DEPUTY SHERIFF ~~Step III~~ PC

CURRENT SLOT. #: 001-122

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO PATROL AND WILL NOT BE ON SPECIAL ASSIGNMENT. ONLY POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE CIVILIAN TYPE (DRESSY SHIRT /TIE).

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/6/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/ga HUMAN RESOURCES DIRECTOR	11.08.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11-21-13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 7 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) RC

DATE: 11/6/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (Step III) RC

CURRENT SLOT. #: 001-162

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

THIS DEPUTY POSITION WILL BE ASSIGNED TO CRIMINAL INVESTIGATIONS DIVISION. POSITIONS ASSIGNED TO SPECIAL ASSIGNMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE OF CIVILIAN TYPE (DRESSY SHIRT/TIE). EMPLOYEES FILLING THESE POSITIONS ARE NOT ISSUED UNIFORMS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/6/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela A. Cortez /gpe HUMAN RESOURCES DIRECTOR	11.08.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11-21-13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 26, 2013**

Agenda Item: 41751

Summary of request/proposal:
Sheriff's Office (1100):
Approval to remove/ authorize clothing allowance as follows, effective next full pay period, 12/02/2013.

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	Deputy Sheriff	0122	119	500.00	0.00	(500.00)
1100	Deputy Sheriff (Step II)	0166	119	500.00	0.00	(500.00)
1100	(Sr) Deputy Sheriff (Step III)	0162	119	0.00	500.00	500.00
1100	Deputy Sheriff (Step II)	0193	119	0.00	500.00	500.00
			TOTAL	1,000.00	1,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANC.	$0.00
3-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
3-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
3-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$0.00
3-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
3-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
3-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2013 Budgetary Impact	$0.00

2014 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-280-001-0-

AI - 41751

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	$136,500.00	$0.00	$136,500.00	0.03	$4,095.00	$0.00	$140,595.00	$140,595.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$144,695.00
0003	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0004	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$80,870.00
0005	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$70,690.00
0006	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0007	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$69,730.00
0008	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$71,030.00
0010	113	LIEUTENANT STEP IV	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.31	$0.00	$57,759.00	$57,759.00	$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$62,559.00
0011	113	LIEUTENANT STEP II	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.00	$0.00	$57,759.00	$55,805.00	$1,080.00	$0.00	$1,200.00	$0.00	$0.00	$58,085.00
0012	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.40	$0.00	$55,805.00	$55,805.00	$1,080.00	$0.00	$3,000.00	$0.00	$500.00	$60,385.00
0013	113	LIEUTENANT STEP II	$50,578.00	$1,770.00	$52,348.00	0.03	$1,570.00	$0.00	$53,918.00	$53,918.00	$840.00	$0.00	$3,000.00	$0.00	$500.00	$58,258.00
0014	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.00	$0.00	$55,805.00	$55,805.00	$1,380.00	$0.00	$1,800.00	$0.00	$0.00	$58,985.00
0015	113	LIEUTENANT STEP II	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.00	$0.00	$55,805.00	$53,918.00	$1,020.00	$0.00	$1,800.00	$0.00	$0.00	$56,738.00
0016	113	INFORMATION TECHNOLOGY MANAGER	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$500.00	$56,662.00
0018	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.40	$0.00	$55,805.00	$55,805.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$58,445.00
0019	113	LIEUTENANT STEP II	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.00	$0.00	$57,759.00	$53,918.00	$1,380.00	$0.00	$1,800.00	$0.00	$0.00	$57,098.00
0020	113	LIEUTENANT STEP IV	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.31	$0.00	$57,759.00	$57,759.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$60,539.00
0021	113	ACCOUNTANT III	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0022	113	SERGEANT STEP II	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$49,017.00	$840.00	$0.00	$1,200.00	$0.00	$500.00	$51,557.00
0023	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$51,797.00
0024	113	SERGEANT STEP I	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$47,359.00	$600.00	$0.00	$1,200.00	$0.00	$500.00	$49,659.00
0025	113	SERGEANT STEP I	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$47,359.00	$300.00	$0.00	$0.00	$0.00	$0.00	$47,659.00
0026	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$50,637.00
0027	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0028	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$300.00	$0.00	$1,200.00	$0.00	$500.00	$51,017.00
0029	113	SERGEANT STEP II	$49,255.00	($3,275.00)	$45,980.00	0.03	$1,379.00	$1,658.00	$49,017.00	$49,017.00	$480.00	$0.00	$0.00	$0.00	$500.00	$49,997.00
0030	113	SERGEANT STEP II	$49,255.00	($3,275.00)	$45,980.00	0.03	$1,379.00	$1,658.00	$49,017.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$50,817.00
0031	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	SERGEANT STEP III	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$1,716.00	$50,733.00	$50,733.00	$660.00	$0.00	$0.00	$0.00	$500.00	$51,893.00
0033	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.37	$0.00	$52,508.00	$52,508.00	$720.00	$0.00	$600.00	$0.00	$0.00	$53,828.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$48,149.00	$1,620.00	$0.00	$0.00	$0.00	$500.00	$50,269.00
0035	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$600.00	$0.00	$0.00	$50,037.00
0036	113	SERGEANT STEP II	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$49,017.00	$660.00	$0.00	$600.00	$0.00	$0.00	$50,277.00
0037	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$51,137.00
0038	113	SERGEANT STEP III	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$50,733.00	$780.00	$0.00	$600.00	$0.00	$0.00	$52,113.00
0039	113	SERGEANT STEP I	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$47,359.00	$240.00	$0.00	$0.00	$0.00	$0.00	$47,599.00
0040	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,427.67	$0.00	$49,017.00	$49,017.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$51,077.00
0041	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$500.00	$53,273.00
0042	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0043	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0044	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$660.00	$0.00	$0.00	$0.00	$500.00	$47,303.00
0045	113	MECHANIC V	$43,284.00	$0.00	$43,284.00	0.03	$1,299.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0046	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,994.00
0047	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$53,634.00
0049	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,900.00	$0.00	$500.00	$51,060.00
0050	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0051	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0052	113	SR. DEPUTY SHERIFF STEP II	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,200.00	$0.00	$3,900.00	$0.00	$500.00	$53,334.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$52,674.00
0055	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0056	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$40,700.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$49,774.00
0058	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0059	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0060	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$3,300.00	$0.00	$0.00	$44,050.00
0061	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$40,400.00
0062	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$44,910.00
0063	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0064	113	DEPUTY SHERIFF STEP II	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$43,290.00
0065	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$42,850.00
0066	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0067	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0068	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0069	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$1,800.00	$0.00	$500.00	$42,930.00
0070	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$43,090.00
0071	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,230.00
0072	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0074	113	DEPUTY SHERIFF	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0075	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0076	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0077	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$52,254.00
0079	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0080	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0081	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0082	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$0.00	$0.00	$0.00	$48,634.00
0083	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0084	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$51,114.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0087	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$45,954.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$52,254.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$52,434.00
0090	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0091	113	DEPUTY SHERIFF STEP I	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0092	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0093	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$51,874.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$51,714.00
0096	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0097	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,380.00	$0.00	$1,200.00	$0.00	$0.00	$50,314.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00

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SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0100	113	DEPUTY SHERIFF	$36,480.00	$2,660.00	$39,140.00	0.03	$1,174.00	($1,174.00)	$39,140.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0102	113	DEPUTY SHERIFF STEP I	$44,777.00	($2,977.00)	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0103	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$50,314.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$51,754.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,000.00	$0.00	$0.00	$51,574.00
0107	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$50,374.00
0108	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0109	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0110	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0111	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$5,100.00	$0.00	$0.00	$51,820.00
0112	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$3,000.00	$0.00	$0.00	$43,750.00
0113	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0114	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0115	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$50,580.00
0116	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0118	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,000.00	$0.00	$0.00	$49,780.00
0119	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0120	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0121	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$40,510.00	$120.00	$0.00	$0.00	$0.00	$0.00	$40,630.00
		REMOVE CLOTHING ALLOWANCE TO THE FOLLOWING POSITION													**$0.00**	
0122	**113**	**DEPUTY SHERIFF**	**$43,263.00**	**$1,514.00**	**$44,777.00**	**0.03**	**$1,343.00**	**$0.00**	**$46,120.00**	**$37,574.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$37,574.00**

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SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0123	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$51,520.00
0124	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0125	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$900.00	$0.00	$600.00	$0.00	$0.00	$47,620.00
0126	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0127	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0128	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$0.00	$0.00	$0.00	$40,630.00
0129	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0130	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0131	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0132	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0133	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0134	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$50,700.00
0135	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0136	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0137	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0138	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0139	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0140	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,000.00	$0.00	$0.00	$49,660.00
0141	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$49,860.00
0142	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$42,850.00
0143	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$49,200.00
0144	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$49,200.00
0145	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0146	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$48,160.00

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SHERIFF

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0147	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0148	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0149	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0150	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0151	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$47,860.00
0152	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0153	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0154	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0155	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0156	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0157	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0158	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0159	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$50,580.00
0160	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$48,340.00
0161	113	DEPUTY SHERIFF STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,560.00
		AUTHORIZE CLOTHING ALLOWANCE TO THE FOLLOWING FULL TIME POSITION													**$500.00**	
0162	**113**	**SR. DEPUTY SHERIFF STEP III**	**$43,263.00**	**$1,514.00**	**$44,777.00**	**0.03**	**$1,343.00**	**$0.00**	**$46,120.00**	**$46,120.00**	**$600.00**	**$0.00**	**$2,100.00**	**$0.00**	~~**$0.00**~~	**$49,320.00**
0163	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0164	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$50,020.00
0165	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
		REMOVE CLOTHING ALLOWANCE TO THE FOLLOWING POSITION													**$0.00**	
0166	**113**	**DEPUTY SHERIFF STEP II**	**$38,000.00**	**$1,330.00**	**$39,330.00**	**0.03**	**$1,180.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$180.00**	**$0.00**	**$1,200.00**	**$0.00**	~~**$500.00**~~	**$41,890.00**
0167	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0168	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00

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SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0169	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,700.00	$0.00	$500.00	$50,040.00
0170	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$50,460.00
0171	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$50,460.00
0172	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$42,670.00
0173	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0174	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0175	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0176	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0177	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$420.00	$0.00	$3,300.00	$0.00	$0.00	$49,840.00
0178	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0179	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0180	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,600.00	$0.00	$500.00	$44,910.00
0181	113	ACCOUNTANT II	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$42,236.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$43,976.00
0182	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$900.00	$0.00	$0.00	$0.00	$0.00	$42,038.00
0183	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.00	$0.00	$41,138.00	$41,138.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,138.00
0184	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,678.00
0185	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,798.00
0186	113	MECHANIC IV	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0187	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$420.00	$0.00	$0.00	$0.00	$0.00	$41,558.00
0188	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$43,530.00
0189	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0190	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0191	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$3,600.00	$0.00	$500.00	$49,081.00
0192	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00

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Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		AUTHORIZE CLOTHING ALLOWANCE TO THE FOLLOWING FULL TIME POSITION													$500.00	
0193	**113**	**DEPUTY SHERIFF STEP II**	**$38,000.00**	**$1,330.00**	**$39,330.00**	**0.03**	**$1,180.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$300.00**	**$0.00**	**$2,100.00**	**$0.00**	**$0.00**	**$43,410.00**
0194	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0195	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$3,300.00	$0.00	$0.00	$46,654.00
0196	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0197	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$47,514.00
0198	113	DEPUTY SHERIFF STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0199	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$44,970.00
0200	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$47,214.00
0201	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0202	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,900.00	$0.00	$500.00	$47,814.00
0203	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0204	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$47,694.00
0205	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$600.00	$0.00	$0.00	$41,650.00
0206	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$42,610.00
0207	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0208	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$46,781.00
0209	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0210	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$47,521.00
0211	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
0212	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$46,961.00
0213	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$500.00	$47,341.00
0214	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$46,841.00
0215	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,500.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0216	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0217	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0218	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0219	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0220	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0221	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0222	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$47,221.00
0223	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0224	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0225	113	DEPUTY SHERIFF	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0226	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0227	113	DEPUTY SHERIFF	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0228	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0229	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$43,830.00
0230	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,414.00
0231	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0232	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$44,614.00
0233	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0234	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$44,410.00
0235	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0236	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
0237	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00
0238	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0239	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00

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Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$35,563.00	$0.00	$35,563.00	0.03	$1,066.89	$0.00	$36,630.00	$36,630.00	$540.00	$0.00	$0.00	$0.00	$500.00	$37,670.00
0241	113	EVIDENCE TECHNICIAN	$34,360.00	$474.00	$34,834.00	0.03	$1,045.02	$0.00	$35,879.00	$35,879.00	$780.00	$0.00	$0.00	$0.00	$500.00	$37,159.00
0242	113	EVIDENCE TECHNICIAN	$34,360.00	$474.00	$34,834.00	0.03	$1,045.02	$0.00	$35,879.00	$35,879.00	$540.00	$0.00	$0.00	$0.00	$500.00	$36,919.00
0243	113	HUMAN RESOURCES SPECIALIST II	$32,929.00	$212.00	$33,141.00	0.03	$994.23	$0.00	$34,135.00	$34,135.00	$540.00	$0.00	$0.00	$0.00	$0.00	$34,675.00
0244	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0246	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0247	113	QUARTER MASTER	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$720.00	$0.00	$0.00	$0.00	$0.00	$33,489.00
0248	113	ADMINISTRATIVE ASSISTANT III	$32,929.00	$146.00	$33,075.00	0.03	$992.25	$0.00	$34,067.00	$34,067.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$35,387.00
0249	113	ACCOUNTANT I	$31,815.00	$0.00	$31,815.00	0.03	$954.00	$0.00	$32,769.00	$32,769.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,069.00
0250	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0251	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0252	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0253	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0254	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0255	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0256	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0257	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0258	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0259	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0260	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0261	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0262	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0263	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,004.00
0264	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0265	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0266	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0267	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0268	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0269	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0270	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,944.00
0272	113	ADMINISTRATIVE ASSISTANT II	$31,096.00	$0.00	$31,096.00	0.03	$932.88	$0.00	$32,029.00	$32,029.00	$720.00	$0.00	$0.00	$0.00	$500.00	$33,249.00
0273	113	ASSISTANT QUARTER MASTER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,062.00
0274	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,919.00
0275	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,439.00
0276	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$28,799.00
0277	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0278	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,919.00
0279	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,827.00
0281	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,767.00
0282	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$783.00	$0.00	$26,867.00	$26,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,867.00
0283	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,227.00
0284	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,407.00
0285	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0287	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0289	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0291	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$750.63	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0294	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,503.00
0295	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0296	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0297	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,503.00
0327	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0328	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$47,860.00
0329	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$600.00	$0.00	$0.00	$47,200.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$35,563.00	$0.00	$35,563.00	0.03	$1,066.89	$0.00	$36,630.00	$36,630.00	$420.00	$0.00	$0.00	$0.00	$500.00	$37,550.00
0331	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0332	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0333	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0334	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$4,800.00	$0.00	$500.00	$46,110.00
0335	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$43,170.00
0336	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0337	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0338	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$2,100.00	$0.00	$500.00	$43,230.00
0339	113	DEPUTY SHERIFF	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0340	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$47,641.00
0341	113	DEPUTY SHERIFF STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0342	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0343	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$0.00	$0.00	$0.00	$45,161.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0344	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0345	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0346	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,114.00
0347	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$960.00	$0.00	$0.00	$0.00	$0.00	$29,054.00
0361	113	BUDGET MANAGER II	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$67,307.00
0362	113	PROCUREMENT SPECIALIST	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,243.00
0363	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$720.00	$0.00	$0.00	$0.00	$0.00	$36,111.00
0364	113	CRIME VICTIM LIASON	$38,408.00	$3.00	$38,411.00	0.03	$1,152.33	$0.00	$39,563.00	$39,563.00	$780.00	$0.00	$0.00	$0.00	$0.00	$40,343.00
0365	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$660.00	$0.00	$1,200.00	$0.00	$500.00	$69,310.00
0366	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,020.00	$0.00	$1,800.00	$0.00	$500.00	$70,270.00
0367	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$70,450.00
0369	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0370	113	CHIEF OF STAFF	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$480.00	$0.00	$0.00	$0.00	$0.00	$77,730.00
0371	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0372	113	DEPUTY SHERIFF	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0373	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0374	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
0375	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0376	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0377	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0378	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0379	113	TECHNICIAN IV	$0.00	$37,109.00	$37,109.00	0.03	$1,113.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0380	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-280-001-0-

AI - 41751

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0383	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0384	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0385	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$1,140.00	$1,140.00	0	$0.00	($1,140.00)	$0.00	$0.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$1,680.00
0387	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0388	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0389	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0390	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0391	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0392	113	DEPUTY SHERIFF STEP I	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$0.00	$55,805.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$52,095.00	$780.00	$0.00	$1,800.00	$0.00	$500.00	$55,175.00
0394	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$540.00	$0.00	$0.00	$0.00	$0.00	$49,557.00
0395	113	SERGEANT STEP I	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$420.00	$0.00	$2,700.00	$0.00	$0.00	$50,479.00
0396	113	SERGEANT STEP I	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$48,919.00
0397	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$720.00	$0.00	$600.00	$0.00	$0.00	$52,053.00
0398	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00
0399	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$51,237.00
0400	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$52,713.00
0401	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$50,757.00
0402	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$780.00	$0.00	$0.00	$0.00	$0.00	$49,797.00
0403	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0404	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$40,574.00
0405	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$37,109.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,469.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-280-001-0-

AI - 41751

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0407	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0408	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0409	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0410	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0411	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0412	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0413	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0414	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0415	113	QUALITY ASSURANCE INSPECTOR	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$52,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,800.00
A416	113	DEPUTY SHERIFF	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
		TOTAL	**$13,347,874.00**	**$1,323,806.00**	**$14,671,680.00**		**$412,321.51**	**$2,718.00**	**$15,086,713.00**	**$14,630,027.00**	**$157,200.00**	**$0.00**	**$377,100.00**	**$0.00**	**$51,500.00**	**$6,346,787.00**

Approval of the above highlighted personnel actions.
All personnel action(s) pending CC approval.

AI-41905 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff **Submitted By:** Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting Commissioners Court's approval of a finding and authorization, pursuant to Article 3, Section 52(a) of the Texas Constitution, Section (i), for the Hidalgo County Sheriff's Office to purchase consumable items and imprint the Sheriff's Office logo on said items, which will serve a public purpose, through our educational/instructional and training programs. Items are introduced through these programs, while promoting our educational message, helping to interact with participants, thereby instilling, strengthening, and reinforcing our partnership and commitment to the citizens of Hidalgo County.

BACKGROUND

A list of items is attached.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-603

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

BUDGETARY IMPACT:

PO No. 698621, 691800, 690941, and 690518.

Attachments

Item List

Invoices

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	11/20/2013 02:43 PM
Budget & Management	Obdett Calzada	11/20/2013 03:35 PM
Auditor's Office	Obdett Calzada	11/22/2013 03:54 PM
Purchasing Department	Marty Salazar	11/22/2013 04:10 PM

Form Started By: Emilia Uriegas Started On: 11/20/2013 01:42 PM

Final Approval Date: 11/22/2013

HIDALGO COUNTY SHERIFFS OFFICE

EDUCATIONAL / INSTRUCTIONAL AND TRAINING PROMOTIONAL ITEMS

Hidalgo County Sheriff's Office Logo Imprinted Items:

Along w/ any other similar items, the following;

Bags
Baseball caps
Binders
Challenge Coins
Coasters/coasters with Medallion
Coffee mugs -various
Coloring books- various
Comic books, various
Computer Mouse Pad
Crayon boxes
Display Banners
Drug free ribbons- various
Footballs
Frisbees
Glow sticks
Glue container
Handcuff key
Impaired vision Goggles
Jar grippers
Jr. Deputy Badge Sticker
Key chains- various
Key chain Flashlight
Koozies
Knifes-first responders
Lanyards- various
Magnets -various
McGruff the Dog Suit
Multi tool keyring
Notebooks pads
Notebook planner
Pencils
Pencils erasers
Pens, Black, HCSO
Pill boxes
Plastic Storage Bags
Portfolios
Rulers-measurement
Sticker Badges--various programs
Stress Balls
Sun Visors
Tumblers
Fliers/Posters--for various programs
Water Bottles
Whistles
Wristbands

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

Copy
INVOICE

Customer #	SOLD TO	SHIP TO
100999(1)	Hidalgo County Sheriff Attn: Lt. Orlando Cantu 711 El Cibolo Rd. Edinburg TX 78539	Hidalgo County Sheriff Attn: Lt. Orlando Cantu 711 El Cibolo Rd. Edinburg TX 78539
Job # 213061		Via UPS GroundTrak FOB Destination

Unit	Customer po #	Salesperson	Order date	Invoice date	Date shipped	Invoice #
0	690941	2 Anthony Anzaldua	02/13/13	05/16/13	04/29/13	22541

Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
300	300		G417	Leather Portfolio	15.700	EA	4710.00
1	1		setup		0.000	EA	0.00
2	2		Setup	debossing	0.000	EA	0.00

P.O. #: 690941
Invoice Received By: mmontoya On: 7.23.13
Good/Services Received By: OCantu On: 4.29.13
3-1100-421-00-280-001-0- 603

Terms	Tax #	Sub-total	Insurance	Shpg/Hdlg	Sales tax	PLEASE PAY THIS AMOUNT >>>>>>	Total
On Receipt	CNVRT	4710.00	0.00	0.00	0.00		4710.00

* agrees to pay any sales tax unless tax exempt documentation isprovided. No credit will be issued for return merchandise without ourconsent. Some items 0% underruns/overruns.Issues with this invoice or merchandise must be reported within 5days.** SAME COMPANY - NEW LOOK **

CUSTOMER INVOICE

REMITTANCE STUB

Safeguard Universal,

05/16/13
Invoice date

Invoice # 22541
Order # 213061

Job #
Hidalgo County
Customer

Customer # 100999
2 4B Salesperson

Total due 4710.00

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

INVOICE

Customer #	SOLD TO	SHIP TO
100999 Job # 413111	Hidalgo County Sheriff Attn: Lt. O Cantu 690518 711 El Cibolo Rd. Edinburg TX 78539	Hidalgo County Sheriff Attn: Lt. O. Cantu/690518 711 El Cibolo Rd. Edinburg TX 78539 Via Fedex Ground FOB Destination

Unit	Customer po #	Salesperson	Order date	Invoice date	Date shipped	Invoice #
0	690518	2 Anthony Anzaldua	04/18/13	05/23/13	05/20/13	22598

Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
300	300		1872	Coasters with Medallion	13.470	EA	4041.00
300	300		run	charge	0.000	EA	0.00

P.O. #: 690518
Invoice Received By: M. Martinez On: 6-25-13
Good/Services Received By: S. Herrera On: 5-31-13
3-1100-421-00-280-001-0-603

RECEIVED BY COUNTY AUDITOR 2013 JUL 10 PM 3:11

Terms / Tax #	Sub-total	Insurance	Shpg/Hdlg	Sales tax	PLEASE PAY THIS AMOUNT >>>>>>	Total
Terms On Receipt Tax # CNVRT	4041.00	0.00	0.00	0.00		F 4041.00

Customer agrees to pay any sales tax unless tax exempt documentation isprovided. No credit will be issued for return merchandise without ourconsent. Some items subject to 10% underruns/overruns.Issues with this invoice or merchandise must be reported within 5days.** SAME COMPANY - NEW LOOK **

CUSTOMER INVOICE

REMITTANCE STUB

Safeguard Universal,

05/23/13
Invoice date

Invoice # 22598
Order # 413111

Job #

Hidalgo County
Customer

Customer # 100999
2 4B Salesperson

Total due 4041.00

unless Buyer 12. Serv.

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

INVOICE

Customer #	SOLD TO	SHIP TO
100999 Job # 513044	Hidalgo County Sheriff 711 El Cibolo Rd. Edinburg TX 78539	Hidalgo County Sheriff Attn: PO#683774 711 El Cibolo Rd. Edinburg TX 78539 Via UPS GroundTrak FOB Destination

Unit	Customer po #	Salesperson	Order date	Invoice date	Date shipped	Invoice #
0	691800	2 Anthony Anzaldua	05/07/13	06/21/13	06/04/13	22758

Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
200	200		KC3500	Hidalgo County Key Tag	14.850	EA	2970.00
300	300		PK3332BK	First Responder Knives	19.800	EA	5940.00

P.O. #: 691800
Invoice Received By: On: 11-5-13
Goods/Services Received By: On: 6-5-13
3-1100-421-00-260-001-0-6003

Sgt M Garcia 6-5-13

Terms	Tax #	Sub-total	Insurance	Shpg/Hdlg	Sales tax	PLEASE PAY THIS AMOUNT >>>>>>	Total
On Receipt	CNVRT	8910.00	0.00	0.00	0.00		8910.00

Customer agrees to pay any sales tax unless tax exempt documentation isprovided. No credit will be issued for return merchandise without ourconsent. Someitems subject to 10% underruns/overruns.Issues with this invoice or merchandise must be reported within 5 days.** SAME COMPANY - NEW LOOK **

E-MAILED CUSTOMER INVOICE

REMITTANCE STUB

Safeguard Universal,

06/21/13
Invoice date

Invoice # 22758
Order # 513044

Job #

Hidalgo County
Customer

Customer # 100999
2 4B Salesperson

F

Total due 8910.00

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

INVOICE

Customer # 100999

Job # 913195

SOLD TO
Hidalgo County Sheriff
Attn: PO#698621
711 El Cibolo Rd.
Edinburg TX 78539

SHIP TO
Hidalgo County Sheriff
Attn: Sgt. Gorena/698621
711 El Cibolo Rd.
Edinburg TX 78539

Via Fedex Ground
FOB Destination

Unit	Customer po #	Salesperson	Order date	Invoice date	Date shipped	Invoice #
0 PF	698621	2 Anthony Anzaldua	08/30/13	08/30/13		913195

Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
1000	1000		37D914H	Black Diana 9.5x14 1side, color	0.750	EA	750.00
576	576		45129	Black Ceramic Coffee Mug	3.690	EA	2125.44
500	500		S9669X	8pk crayons	0.650	EA	325.00
1	1		setup		0.000	EA	0.00
1000	1000		BW	Buy Write Pencil One color imprint	0.210	EA	210.00
1000	1000		CS	clic stick pen	0.490	EA	490.00
300	300		3564	7 day pill dispenser	1.130	EA	339.00
500	500		LSP-FB03	stess Football	1.130	EA	565.00
500	500		DC6	Frizbee	1.130	EA	565.00
500	500		KC210	Key Chain Flashlight	1.220	EA	610.00

4342

Terms	Tax #	Sub-total	Insurance	Shpg/Hdlg	Sales tax	PLEASE PAY THIS AMOUNT >>>>>>	Total
On Receipt	CNVRT	5979.44	0.00	0.00	0.00		5979.44

Customer agrees to pay any sales tax unless tax exempt documentation isprovided. No credit will be issued for return merchandise without ourconsent. Some items subject to 10% underruns/overruns.Issues with this invoice or merchandise must be reported within 5 days.** SAME COMPANY - NEW LOOK **

E-MAILED CUSTOMER INVOICE

REMITTANCE STUB

Safeguard Universal,

08/30/13
Invoice date

Invoice # 913195
Order # 913195

Job #

Hidalgo County
Customer

Customer # 100999
2 4B Salesperson

Total due 5979.44

AI-41852 **Sheriff's Office 10. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 01/17/2014 - 08/31/2014.

The proposed budget includes overtime and FICA fringe benefit ONLY, and operational expenses.

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 3-1284-421-00-280-080-4-XXX

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

BUDGETARY IMPACT:

Appropriation of grant award will take place once award letter is received by Hidalgo County. This agenda item is in relation to submission of grant application.

With respect to salary related object codes, the proposed budget includes overtime and FICA fringe benefit ONLY.

Fringe benefits for retirement, unemployment comp, workers comp, health & life attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account Number 3-1100-421-000-280-001-0-XXX).

Attachments

LBSP14 Backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/15/2013 03:31 PM
Budget & Management	Obdett Calzada	11/19/2013 01:43 PM
Obdett Calzada	Obdett Calzada	11/22/2013 10:16 AM

Rosalinda Cantu	Rosie Cantu	11/22/2013 02:55 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/15/2013 11:18 AM

Final Approval Date: 11/22/2013

LOCAL BORDER SECURITY PROGRAM FY 2014 (LBSP-14)
APPLICATION

1. APPLICANT NAME (Jurisdiction):
Hidalgo County Sheriff's Office

2. COUNTY:
Hidalgo

3. TYPE:
☐ City Government
☒ County Government

3. PAYMENT TYPE:
☒ Reimbursement
☐ One-Time Advance Payment

4. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2014)

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2014 (LBSP- 14) Guide for information about these forms.)

☒ Designation of Grant Officials (Form A-2).
☒ Application for State Assistance (**F**orm A-3). The Authorized Official must sign this form.
☒ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
☒ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
☒ Statement of Work (Form A-6)
☒ Direct Deposit Authorization Form (Form 74-176). The Grant **F**inancial Officer must sign this form.
☒ Copy of local overtime policy.
☒ Copy of pay schedule during the grant period.

7. CERTIFICATION

I certify, by signing this document that the information provided within is accurate, and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2014 (LBSP-14) Guide, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the Local Border Security Program FY 2014 (LBSP-14).

Ramon Garcia
County Judge

Guadalupe "Lupe" Treviño
Sheriff

Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date

Form A-1
(10/13)

Email* or Mail completed forms and application materials to:

Texas Homeland Security
State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160
Austin, TX 78752

SAA-LBSP@dps.texas.gov

*Note: Email submission is preferred. Applications must be received by the THSSAA by 5PM CDT on December 13, 2013

LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)**
GRANT PERIOD:	**January 17, 2014 – August 31, 2014**
AGENCY NAME:	Hidalgo County Sheriff's Office

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	Gudalupe "Lupe" Trevino
Title	Sheriff
Official Mailing Address	711 El Cibolo Rd Edinburg, Texas 78542
Daytime Phone Number	956-393-6002
Fax Number	**956-393-6179**
E-mail Address	**sheriff.trevino@hidalgoso.org**

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	Ray Eufracio
Title	County Auditor
Official Mailing Address	2808 South Business 281 Edinburg, Texas 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)** *Note: If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with the Application.
Name	Ramon Garcia
Title	County Judge
Official Mailing Address	302 West University Drive Edinburg, Texas 78539
Daytime Phone Number	956-318-2600
Fax Number	956-318-2699
E-mail Address	**ramon.garcia@co.hidalgo.tx.us**

If at any point during the grant period these POC's change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov .

APPLICATION FOR STATE ASSISTANCE

1. NAME OF PROGRAM/ ASSISTANCE:	2. APPLICANT STATUS:
LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP- 14)	☐ City ☒ County ☒ Reimbursement ☐ One time Advance
3. START DATE: JANUARY 17, 2014	4. END DATE: AUGUST 31, 2014

5. APPLICANT INFORMATION

a. Legal Name of Applicant Organization (as it appears on the LSBP- 14 Application/Form A-1):	b. Name & Telephone Number of Grant Performance Officer:
Hidalgo County Sheriff's Office	Guadalupe "Lupe" Terviño 956-393-6000 Ext. 6002
c. Mailing Address: P.O. Box 1228 Edinburg, Texas 78542	d. Physical Address (if different from Mailing Address): 711 El Cibolo Rd. Edinburg, Texas 78542

6. EMPLOYER IDENTIFICATION NUMBER / TAX ID #

74-6000717

7. ESTIMATED EXPENSES:

a. Salary & Benefits (from line ___ Form A-4)	$ 220,928.80
b. Travel Expenses (from line ___ Form A-4)	0
c. Operating Expenses (from line ___ Form A-4)	$ 48,816.00
d. Total Expenses (A + B + C)	$ 269,744.80

8. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	Ramon Garcia
b. Title of Authorized Official:	Hidalgo County Judge
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR THIS FORM

Item 2: Indicate whether the applicant is a City or a County and whether the Jurisdiction will request a one-time advance if funded.

Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-14 Program Application (Form A-1).

Item 6: This 9-digit number should match the number on your Form 74-176. If you do not supply this number we CANNOT award you any grant funds.

Item 7: The data in this section should match the information included on the Financial Cost Estimate (Form A-4).

Item 8: This form must be signed by the Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for and accept grants.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2014
2. APPLICANT NAME:	HIDALGO COUNTY SHERIFF'S OFFICE

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	FICA 7.65%	Total Salary & Fringe
Deputy	5	$22.95	$34.43	10	96	$165,240.00	$12,640.86	$177,880.86
Supervisor	1	$27.77	$41.66	10	96	$39,988.80	$3,059.14	$43,047.94
						$205,228.80	15,700.00	**Total Personnel Estimates** **$220,928.80**

b. Travel & Per Diem Estimate

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	150	96	$0.565	**$48,816.00**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$48,816.00**

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

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	$220,928.80
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$48,816.00
Total Expenses	**$269,744.80**

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

Reimbursement [X] ONE TIME Advance Payment Request [ ]

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Sheriff's Office	Local Border Security Program FY 2014 (LBSP-14)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

Ramon Garcia	County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A subgrantee must comply with **T**exas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant'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) PUBLIC INFORMATION. A subgrantee must insure that all information collected, assembled, or maintained by the applicant 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) OPEN MEETINGS. A subgrantee must 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 **T**exas Constitution.

(4) CHILD SUPPORT PAYMENTS. A subgrantee must comply with Section 231.006, **T**exas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must 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.

(7) ADMINISTRATION. 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 local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. A subgrantee must 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. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant 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 are listed at http://www.epls.gov.

(12) HIV/AIDS. Subgrantees must 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.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, 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.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant 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.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the THSSAA to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

Statement of Work (SOW) for LBSP Grant Funds 2014

State Objective of LBSP 2014 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMap, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

The Hidalgo County Sheriff's Office will work collaboratively in covert and/or overt operation(s) with all local, state and federal law enforcement agencies.

By developing, processing and sharing intelligence data, utilizing inter-agency communications mechanisms and/or reacting to corroborated intelligence disseminated by the JOIC, will enable and prepare participating agencies to be vigilant, react and be proactive towards the criminal element.

This strategic approach will enable us to respond accordingly, prepared to identify problematic areas, shift manpower and resources as needed to gain control disrupt and/or dismantle the threat.

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

The Hidalgo County Sheriff's Office patrol personnel will conduct high visibility law enforcement presence while patrolling on north and south bound major highways, farm to market roads and on ingress/egress routes along the U.S./Mexico international boundaries with a direct plan of action to apprehend, identify, disrupt and/or dismantle the criminal element from engaging and/or furthering their criminal activity unto U.S. soil.

CHAPTER VII

WORK HOURS, LEAVE AND BENEFIT PROGRAMS

WORK HOURS

7.00 County and/or District work hours are scheduled so that all County and/or District offices are open by 8:00 a.m. and close no earlier than 5:00 p.m., Monday through Friday, except on official Holidays. Each Elected Official/Department Head establishes work hours for employees in his or her Department. In setting work hours, an Elected Official/Department Head considers the needs of the Department and the County and/or District, and ensures that any changes in work hours are in the County's and/or District's best interest.

7.01 Effective May 1, 1995, the County's (effective April 18, 2002, for the District) regular work period for all employees, except law enforcement personnel, is a seven day period which commences at 12:01 a.m. on Monday of each week and ends at 12:00 p.m. midnight on the following Sunday. The County's regular work period, effective May 1, 1995, for "law enforcement personnel," as such term is used in the federal Fair Labor Standards Act, is a fourteen day period which commences at 12:01 a.m., on Monday and ends at 12:00 p.m. midnight 14 days later.

7.02 There are 40 regular work hours in a seven day work period and 86 regular work hours in a fourteen day work period; however, the County schedules employees subject to a fourteen (14) day work period to work a minimum of 80 hours during such work period. In the event of a conflict between the work hours rules set forth in Sections 7.01 through 7.08 hereof for Head Start Program employees, the work hours set forth in the County's approved grant application for operation of the County's Head Start Program shall control. (Amended September 20, 1995)

7.03 An employee is required to be present at his or her duty station at the beginning of each workday.

7.04 Every employee is allowed one hour for lunch each workday.

7.05 Each Elected Official/Department Head should schedule his or her employees each workday for a fifteen (15) minute rest break in the morning and a fifteen (15) minute rest break in the afternoon.

7.06 An employee's time and attendance record (Form SFA-CA-008 for non-law enforcement personnel and Form SFA-CA-046 for law enforcement personnel) should coincide with an employee's work period. A completed time and attendance record is completed and turned in to the payroll section of the County Auditor's office and/or similar office in the District no later than 10:30 a.m. on the first employee work day following two seven day work periods or one fourteen day work period. Head Start Program employees shall follow procedures established by the Head Start Program Director for preparing and processing time and attendance records. (Amended September 20, 1995)

7.07 Effective May 1, 1995, all County employees (effective April 18, 2002, for District employees) are paid biweekly on the Friday following the end of two seven day work periods or one fourteen day work period. If that Friday is a holiday, employees will generally receive their pay checks on the last work day which precedes the holiday.

7.08 An employee's pay check is based on the hours worked by the employee during the applicable work period(s), plus any eligible hours of paid leave, all as shown on a signed time and attendance record.

Comptroller of Public Accounts FORM 74-176 (Rev.5-11/11)

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
- *to receive payments from the state of Texas by direct deposit*
- *to change or cancel existing direct deposit information*

For Comptroller's Use Only

For State Agency Use
- ☐ Advance Payment Notification
- ☐ International Payments Verification
- ☐ Interagency Transfer

Transaction Type

SECTION 1

- ☑ New setup *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change financial institution *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change account number *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change account type *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Cancellation *(Sections 2 and 4 - Sections 7 and 8 for state agency use)*

Payee Identification

SECTION 2

Social Security Number (SSN) or Employer Identification Number (EIN): 7 4 6 0 0 0 7 1 7

Mail code *(If not known, leave blank.)*:

Payee name *(Business/Individual)*: COUNTY OF HIDALGO

Phone number: (956) 318-2506 ext.

Mailing address: 2810 SOUTH BUSINESS 281

City: EDINBURG

State: TX

ZIP code: 78539

Financial Institution *(Completion by financial institution is recommended.)*

SECTION 3

Financial institution name:

City:

State:

Routing transit number *(9 digits)*:

Customer account number *(maximum 17 characters)*:

Type of account: ☐ Checking ☐ Savings

Financial representative name *(optional)*:

Title *(optional)*:

Financial representative signature *(optional)*:

Phone number *(optional)*: ( ) ext.

Date *(optional)*:

Authorization for Setup, Changes or Cancellation *(required)*

SECTION 4

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.

I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. *(For further information on these rules, please contact your financial institution.)*

sign here ▶ Authorized signature:

Printed name: NORMA GARCIA

Date:

International Payments Verification *(required)*

SEC 5

Will these payments be forwarded to a financial institution outside the United States? ☐ YES ☑ NO

Authorization for Advance Payment Notification Setup *(optional)*

SECTION 6

I authorize the Texas Comptroller of Public Accounts to send an email notification one business day prior to the payment posting to my account.

Contact name *(Please print)*:

Contact phone number: ( ) ext.

Email address:

Cancellation by Agency *(for state agency use)*

SEC 7

Reason:

Date:

Authorized Signature *(for state agency use)*

SECTION 8

sign here ▶ Signature:

Date:

Phone number: ( ) ext.

Agency number:

Agency name:

Comments:

Please return your completed form to:

FAIR LABOR STANDARDS ACT ("FLSA")

7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provisions of that Act. Most County and/or District non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours; for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 86 hours for those employees with a fourteen (14) day work period. The County provides straight hourly pay or compensatory leave on an hour for hour basis for employees with a fourteen (14) day work period who work between 80 and 86 hours in such work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime.

7.10 Each Elected Official/Department Head must require that his or her employees keep daily records of time worked and leave taken. Each Elected Official/Department Head must report all additional time worked for FLSA covered employees.

7.11 Except in unusual circumstances, the Elected Official/Department Head must have requested and approved, in advance, that an employee work extra hours or overtime hours. An example of an unusual circumstance is when an off-duty worker responds to an emergency. In this case, the employee is required to report the emergency and its circumstances to the Elected Official/Department Head at the beginning of the employee's next workday.

7.12 An employee who works extra hours or overtime hours without supervisory approval shall be compensated for the extra or overtime hours, but such employee is subject to disciplinary action.

7.13 The Elected Official/Department Head tracks and reports hours worked and leave used using the following forms:

a. Form SFA-CA-008, Time and Attendance Record - Non-Law Enforcement Personnel;

b. Form SFA-CA-046, Time and Attendance Record - Law Enforcement Personnel;

c. Form SFA-CA-044, Leave Request Form;

d. Form P-2, Summary of Vacation and Sick Leave; and

e. Form P-3, 12 Month Period Summary of Leave Taken under the Family and Medical Leave Act of 1993 (FMLA).

7.14 To minimize the County and/or District's liability under FLSA for overtime or extra work hours, each Elected Official/Department Head is expected to manage work hours efficiently and effectively. An Elected Official/Department Head may need to adjust work hours for an FLSA covered employee to accomplish work assignments. When an FLSA covered employee's time and attendance record reflects hours worked in excess of that employee's standard work period, the Elected Official/Department Head and the County Auditor and/or similar office for the District shall immediately notify the County Judge and/or similar office within the District of such fact by forwarding to such party a copy of the time and attendance record for such employee (Form SFA-CA-008 or Form SFA-CA-046).

7.15 When an Elected Official/Department Head allows or requires an FLSA covered employee to work extra hours or overtime hours, the Elected Official/Department Head should make every effort to adjust the work hours during the applicable work period so that the employee

does not physically work in excess of 40 hours if the employee is on a seven day work period or in excess of 80 hours if the employee is on a fourteen (14) day work period.

ADMINISTRATION OF LEAVE AND BENEFIT PROGRAMS

7.16 The Governing Authority is solely responsible for authorizing compensated leave and benefit programs for County and/or District employees and such leave and benefit programs may be changed at any time by appropriate order of the Governing Authority. The County and/or District's existing compensated leave and benefit programs are as set forth in this Chapter.

7.17 Elected Officials and Department Heads administer the County and/or District leave and benefit programs according to law and regulations. Elected Officials/Department Heads are responsible for determining eligibility for paid leave for their employees. Each Elected Official/Department Head is also responsible for insuring that a leave account is established and maintained on each of his/her employees.

7.18 An Elected Official/Department Head may designate personnel from his or her office to be responsible for controlling absence and leave administration. Such delegation, however, does not relieve each Elected Official/Department Head of his or her ultimate responsibility for maintaining leave records on his or her employees.

7.19 Regular attendance at work is important to the overall operation of all County and/or District Departments. Any non-emergency leave, whenever practical, must therefore be scheduled in advance. Each Elected Official/Department Head may establish rules for requesting and scheduling leave not inconsistent with this Chapter. Each employee will be given a copy of any Department leave rules and amendments, and will acknowledge, in writing, receipt of such rules. A copy of the written acknowledgment shall be maintained in the employee's personnel file.

7.20 Every request for leave must:

a. Be submitted to the Department Head/Elected Official, in writing, on a Form SFA-CA-044 which is signed by the employee;

b. Clearly reflect when the requested leave is to begin and end;

c. Include a brief explanation setting forth the reasons for taking the requested leave;

d. To the extent applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and

e. Be approved or disapproved, in writing, by the employee's supervisor, and if required, by the Department Head/Elected Official and/or the Governing Authority or its representative.

7.21 Departments shall respond to leave requests within a reasonable time, generally not to exceed five (5) business days.

7.22 After a leave request (Form SFA-CA-044) has been approved or disapproved, such completed form is processed as follows:

a. The original is placed in the employee's personnel file; (Amended April 10, 1996)

b. A copy is returned to the employee; and

c. A copy is forwarded to the County and/or District's Insurance Office whenever the leave request relates to Family and Medical Leave, Leave Without Pay and/or Military Leave. Head Start Program employees should forward a copy to the Head Start Program Director in lieu of forwarding a copy to the County Insurance Office. (Amended December 9, 1998)

7.23 Compensatory Leave is controlled by the Fair Labor Standards Act (29 U.S.C. 201-219) ("FLSA"). All Departments must follow FLSA rules and regulations with regard to such leave.

7.24 Workers' Compensation claims are controlled by state law. All Departments must follow such statutes and any rules and regulations issued by the County and/or District's Insurance Office when dealing with Workers' Compensation issues. (Amended December 9, 1998)

7.25 Family and Medical Leave is controlled by the Family and Medical Leave Act. (29 U.S.C. 2601-2654). All Departments must follow such statutes and any rules and regulations issued with regard to such leave.

7.26 New Regular, Full-time Employees and new Regular, Part-time Employees who commence employment on the 1st through the 15th days of the month earn the applicable hours of Annual Leave and Sick Leave for that month.

7.27 Annual Leave and Sick Leave for each month are earned by an employee on a pro rata basis for each pay period.

7.28 All new or re-hired Regular, Full-time Employees and Regular, Part-time Employees are not eligible to use their accumulated Annual Leave or Sick Leave until their Probationary Period has expired. All Regular, Full-time Employees and Regular, Part-time employees who are placed on a three month Probationary Period due to a promotion, remain eligible to use their accumulated Annual Leave and/or Sick Leave during their Probationary Period. (Amended December 9, 1998)

7.29 All leave is rounded to the nearest fifteen (15) minute increment.

7.30 Annual Leave and Sick Leave accumulated over the maximum during a calendar year is not lost until the end of the calendar year.

7.31 [Reserved for expansion]

7.32 An Elected Official/Department Head who has reason to believe that an employee is using leave excessively or inappropriately may request that the employee provide a statement attesting to the necessity for the absence.

7.33 Temporary Employees are not eligible for Annual Leave, Sick Leave, optional tax method-insurance benefits (cafeteria plan) under Sections 7.125 and 7.126, Court Leave, group health and life insurance under Sections 7.100 through 7.107, paid Holidays, Leave Without Pay, retirement under Sections 7.128 and 7.129, and veteran reemployment rights under Sections 7.195 through 7.199. Temporary Employees assigned to the Head Start Program are also not eligible to receive any of the special benefits described in these Rules applicable only to Head Start Program employees. (Amended September 20, 1995)

7.34 Violations of leave policies may result in disciplinary action, which disciplinary action may include termination.

ADMINISTRATIVE LEAVE

7.35 Administrative Leave may be granted at the discretion of the Elected Official/Department Head or authorized by the Governing Authority. The following is a list of situations in which Administrative Leave may be granted:

a. registration to vote;

b. voting;

c. group dismissals (hereinafter defined);

d. emergency situations which require the Elected Official/Department Head to get an employee off a work location immediately and before any adverse action has been initiated (this includes situations where there is an immediate threat to County and/or District property or the well-being of the employee, a co-worker of the public); and

e. during investigations into employee wrongdoing when it is in the best interest of the County and/or District to have the employee off the job.

7.36 A group dismissal occurs when the Governing Authority or a properly authorized official:

a. suspends normal operations of the County and/or District or an office/Department of the County and/or District because of events beyond the control of the County and/or District;

b. closes a Department/office of the County and/or District for managerial reasons;

c. allows employees to participate in activities which are encouraged by the County and/or District and the dismissal is in the best interest of the public; or

d. allows all employees to attend the funeral of a government or prominent public official.

ANNUAL LEAVE

7.37 County and/or District employees traditionally refer to Annual Leave as "vacation leave."

7.38 Regular, Full-time Employees accrue Annual Leave each month based on the number of years of continuous employment in accordance with the following formula:

Less than five (5) years of continuous employment - Eight (8) hours per month;

At least five (5) years, but less than ten (10) years, of continuous employment - Nine (9) hours per month; and

Ten years (10) or more of continuous employment - Ten (10) hours per month.

(Amended June 13, 2001)

7.39 Regular, Part-time Employees accrue Annual Leave on a pro rata basis, based on the number of years of continuous service listed in Rule 7.38, at a rate equal to the number of hours such employee works in a month bears to 173.33 hours. For example, if a Regular, Part-time Employee with less than five (5) years of continuous service, works twenty (20) hours a week, or

86.67 hours a month, such employee earns four (4) hours of Annual Leave per month [(86.67 hours per month/173.33 hours per month) x 8 = 4]. (Amended June 13, 2001)

7.40 Temporary Employees do not accrue Annual Leave.

7.41 A Regular, Full-time Employee and a Regular, Part-time Employee with less than ten (10) years of continuous service may maintain an accrued Annual Leave reserve not to exceed one hundred sixty (160) hours, or the equivalent of twenty (20), eight (8) hour, work days. (Amended June 13, 2001)

7.42 A Regular, Full-time Employee and a Regular, Part-time Employee with ten (10) or more years of continuous service, but less than fifteen (15) years of continuous service, may maintain an accrued Annual Leave reserve not to exceed two hundred forty (240) hours, or the equivalent of thirty (30), eight (8) hour, work days. (Amended June 13, 2001)

7.42A A Regular, Full-time Employee and a Regular, Part-time Employee with fifteen (15) or more years of continuous service may maintain an accrued Annual Leave reserve not to exceed three hundred twenty (320) hours, or the equivalent of forty (40), eight (8) hour, work days. (Added June 13, 2001)

7.43 Elected Officials/Department Heads are responsible for determining when Annual Leave may be taken. Annual Leave will be scheduled considering the needs of the County and/or District, the Department and the requests of the employee. However, all reasonable accommodation shall be given to the employee in determining when Annual Leave may be taken. Notwithstanding the foregoing, any request for extended, consecutive days, Annual Leave, i.e. requests submitted by an employee to take eleven (11) or more consecutive work days of Annual Leave in any twelve month period, may be granted or denied by the employee's Elected Official/Department Head, in such Elected Official's/Department Head's sole and absolute discretion. (Amended June 13, 2001)

7.44 Annual Leave requests for five (5) days or less generally require at least seven (7) days notice. Annual Leave requests for six (6) or more days should be submitted at least fifteen (15) days in advance. (Amended June 13, 2001)

7.45 Deleted June 13, 2001.

7.46 Elected Officials/Department Heads and employees should ensure that, whenever possible, Annual Leave is scheduled for use by an employee in order to prevent any loss of accrued Annual Leave at the end of the calendar year.

7.47 On separation from employment, an employee will be paid in a lump sum for accrued Annual Leave up to the maximum accumulation.

7.47A Sections 7.37 through Section 7.47 hereof are not applicable to Head Start Program employees. (Adopted September 20, 1995)

COMPENSATORY LEAVE - FLSA COVERED EMPLOYEES

7.48 Compensatory Leave, on an hour for hour basis, for an FLSA covered employee is earned:

a. by law enforcement personnel who actually work in excess of 80 hours, but no more than 86 hours, in a fourteen (14) day work period; or

b. by any employee, including law enforcement personnel, when the total of hours actually worked is less than 40 hours for an employee who has a seven day work

AI-41929 **Sheriff's Office 10. C.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 (3rd phase) and authorization for County Judge, as authorized official, to sign (and initial) required documents.

2. Authorization to pay Overtime reimbursable under the grant terms and conditions.

3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2012 Operation Stonegarden Grant (3rd phase).

4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2012 Operation Stonegarden Grant (3rd Phase) in the amount of $141,640.81.

5. Approval to appropriate the budgets for the (12) twelve cities' portion of the FY 2012 Operation Stonegarden Grant (3rd phase) in the amount of $156,680.79.

	City of	3rd Phase
1	Alamo	8,090.58
2	Donna	10,616.32
3	Edinburg	39,576.71
4	Hidalgo	11,488.46
5	La Joya	5,114.33
6	Mercedes	6,520.81
7	Mission	10,659.09
8	Palmview	9,835.48
9	Penitas	7,072.41
10	Pharr	27,060.00
11	San Juan	9,415.85
12	Weslaco	11,230.75
	Total	**156,680.79**

BACKGROUND

On 4/2/13, Commissioners' Court approved the acceptance of the FY 2012 Operation Stonegarden Grant (1st phase) from the Department of Homeland Security, FEMA (AI#37958).

SAA Award No. 12-GA-48215-03 Federal Grant Award No. EMW-2012-SS-00018-S01

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

Constable Offices: Precincts 2,3, and 4

Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan and Weslaco.

Appropriation of Phase 3 ($314,447.36) has been now added to Phase 1 ($1,156,464.87) and Phase 2 ($314,447.36) for total on Grant Adjustment Notice (GAN) which is $1,785,359.59.

On 9/10/13, Commissioners' Court approved the execution of the FY 2012 Operation Stonegarden Grant Sub-Recipient Interlocal Agreements between Hidalgo County and the respective cities. (AI# 40384).

On 9/17/13, Commissioners' Court approved the execution of FY2012 Operation Stonegarden appropriations for Phase 2 ($314,447.36)

Appropriations of the respective three (3) constable offices budgets (totaling $16,125.76) will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-047-5-XXX

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

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY2012 Operation Stonegarden Grant (3rd phase) in the amount of $141,640.81 for Hidalgo County Sheriff's Office.

Hidalgo County Sheriff's Office, Expense Acct. #3-1284-421-00-280-047-5-XXX
Hidalgo County Sheriff's Office, Revenue Acct. #3-1284-331-12-280-047-5-000

No local match is required.

Expenditures for Health and Life to be reclassified to General Fund, Sheriff's Office Budget.

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-480-00-280-XXX-5-XXX

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

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY 2012 Operation Stonegarden Grant (3rd phase) for the following:
$141,640.81 (HCSO)
$156,680.79 (12 cities)

No local match is required

	City of	Expense Acct. #	Revenue Acct. #	Amount
1	HCSO	3-1284-421-00-280-047-5-XXX	3-1284-331-12-280-047-5-000	$141,640.81
2	Alamo	3-1284-480-00-280-070-5-XXX	3-1284-331-12-280-070-5-000	$ 8,090.58
3	Donna	3-1284-480-00-280-048-5-XXX	3-1284-331-12-280-048-5-000	$ 10,616.32
4	Edinburg	3-1284-480-00-280-088-5-XXX	3-1284-331-12-280-088-5-000	$ 39,576.71
5	Hidalgo	3-1284-480-00-280-049-5-XXX	3-1284-331-12-280-049-5-000	$ 11,488.46
6	La Joya	3-1284-480-00-280-050-5-XXX	3-1284-331-12-280-050-5-000	$ 5,114.33
7	Mercedes	3-1284-480-00-280-072-5-XXX	3-1284-331-12-280-072-5-000	$ 6,520.81
8	MIssion	3-1284-480-00-280-054-5-XXX	3-1284-331-12-280-054-5-000	$ 10,659.09
9	Palmview	3-1284-480-00-280-051-5-XXX	3-1284-331-12-280-051-5-000	$ 9,835.48
10	Penitas	3-1284-480-00-280-074-5-XXX	3-1284-331-12-280-074-5-000	$ 7,072.41
11	Pharr	3-1284-480-00-280-053-5-XXX	3-1284-331-12-280-053-5-000	$ 27,060.00
12	San Juan	3-1284-480-00-280-076-5-XXX	3-1284-331-12-280-076-5-000	$ 9,415.85
13	Weslaco	3-1284-480-00-280-078-5-XXX	3-1284-331-12-280-078-5-000	$ 11,230.75
			TOTAL	**$298,321.60**

Attachments

Backup
Backup
City of Alamo appropriation
City of Donna appropriation
City of Edinburg appropriation
City of Hidalgo appropriation
City of La Joya appropriation
City of Mercedes appropriation
City of Mission appropriation
City of Palmview appropriation
City of Penitas appropriation
City of Pharr appropriation
City of San Juan appropriation
City of Weslaco appropriatioon
HCSO appropriation
terms
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/21/2013

Final Approval Date: 11/22/2013

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

October 31, 2013

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 13-MCAMCA-09-004-Version 0
Fiscal Year: 2012
Amount Approved: $314,447.36
Operations Order Dates: 09/01/2013-11/30/2013
Recipient: Hidalgo County

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Cameron County is authorized to spend up to, but must not exceed, 50 percent of the FY 2012 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs, and mileage costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

OPSG Operations Order Worksheet

Date Received from the Field:	09/18/13
Date the Operations Order was Worked by OBP Ops:	09/18/13
Operations Order Number:	13-MCAMCA-09-004 Version 0
Operation start date:	09/01/2013

County:	Hidalgo
State:	Texas
Sector:	Rio Grande Valley

Grant Year:	**2012**
FY Award Amount/Balance:	**$0.00**

Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes
OT Justification Letter Attached?:	Yes
Vehicle Justification Letter?:	N/A
Date Forwarded to SPPA:	9/19/2013

Overtime:	$293,855.22
Fringe:	$0.00
Equipment:	$0.00
Fuel:	$0.00
Maintanence:	$0.00
Milelage:	$20,592.14
Travel:	$0.00
County M&A:	$0.00
Total	**$314,447.36**

NOTES: **OT Justification Letter Attached**

Reviewed by: *Kevin Wiley AC - Ops East/Central*

Op. approved by: *Jonathan Richards Associate Chief STC - Ops East/Central*

Op Order for the 3rd Tactical Period 13-MCAMCA-09-004 V 0

Kicked Back?:	N/A
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

NOTES:

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: FY 2012 OPSG TX-Hidalgo County Sheriff's Office
Op Order Number: 13-MCAMCA-09-004 V0
Op Dates: **From:** 9/1/2013 **to:** 11/30/2013
Report Date: 9/10/2013

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The **Hidalgo County Sheriff's Office**, as a participating entity with Operation Stonegarden 2012, with the assistance of the fifteen participating law enforcement agencies will increase enforcement efforts along identified routes of ingress and egress to include (but not limited to) U.S. Highways, 107, 281, and Expressway 83. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations within the United States. The participation of these agencies, made possible by funding through OPSG, will significantly impact the ability of criminal organizations to operate within the Rio Grande Valley Sector area of responsibility (AOR). The enhanced enforcement posture will strengthen border security by providing a stronger defense in depth mechanism.

SITUATION

A. General Situation:

Hidalgo County is located within the area of responsibility of the Rio Grande Valley Sector, Weslaco/McAllen Border Patrol Stations. Hidalgo County's is the eighth largest county in the State of Texas and consist of 1,569 square miles and shares approximately 75 miles of international border with the Republic of Mexico, jurisdiction includes a number of ingress/egress routes that lead to and from the immediate southern international boundaries/Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries, Progresso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission, numerous major thoroughfares ways such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County on the east, Starr County to the west, and Jim Hogg and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.

Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 337 certified detention officers, law enforcement division consist of 279 certified law

enforcement personnel, combined total of 616. In addition, HCSO has a civilian support staff which consists of 146 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement entity, plus four (precincts) Constables Office. Hidalgo County Sheriff's Office currently has fifteen (15) LEAs participating in Operation Stonegarden 2012.

B. Terrain/Weather:

Hidalgo County comprises 1,569 square miles (4,130 km^2) of the Rio Grande delta. The northern part of the county has sandy and light loamy soils over deep reddish or mottled, clayey subsoils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep to deep loamy surfaces over clayey subsoils. Along the Rio Grande brown to red clays occur. Hidalgo County is in the South Texas Plains vegetation area, which features grasses, mesquite, live oaks, and chaparral. The climate is subtropical and sub-humid. Temperatures range from an average low of 47 °F/8 °C in January to an average high to 96°F/36°C in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, and the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal organization both in Mexico and in United States soil use identified routes of ingress and egress through Hidalgo County to include (but not limited to) U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL
- Customs and Border Protection
- Office of Field Operations (OFO)
- U.S. Border Patrol
- Immigration and Customs Enforcement
- Federal Bureau of Investigation
- Drug Enforcement Administration
- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Texas Parks and Wildlife

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 2

- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Sullivan City Police Department
- Weslaco Police Department

II. MISSION:

The mission of the Hidalgo County Sheriff's Office along with fifteen participating law enforcement agencies will be to provide an enhanced high law enforcement visibility and capability within each LEA jurisdictional specific areas of responsibilities and strategic points within, that will substantially increase the probability of identification and/or apprehension of criminal elements operating within the same. The Sheriff's Office and fifteen participating LEA will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entity.

Funding obtained through OPSG 2012 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and/or terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security.

Through collaboration with participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border security issues. The collective collaboration of the participating agencies will provide an

opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2012 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and equipment acquisition. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information. The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. Operation Stonegarden does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

It is critical that U.S Customs and Border Protection (CBP) provide a coordinated and seamless multi-agency enforcement effort to interdict all threats against national security, while simultaneously developing information and intelligence to mitigate future threats. As directed by Rio Grande Valley (RGV) Sector, Operation Stonegarden (OPSG) agencies will deploy personnel on OPSG overtime funding to specific geographic areas in order to support border security operations. Outbound Operations are designed to provide a coordinated and seamless multi-agency enforcement effort to interdict all threats against national security. This is accomplished through the gathering and sharing of intelligence to create a common operating picture and enhance situational awareness.

This is an intelligence-driven Homeland Security Operation designed with a forward-reaching, pre-emptive strategy to detect, prevent, and deter all potential threats from utilizing the ports of entry to further their illicit activities. The ports of entry are the last opportunity to interdict any crime that may have been committed in the U.S. and the primary mission of outbound operations is to detect violators as they attempt to smuggle weapons and illegal proceeds out of the country.

Violators will be apprehended, questioned and prosecuted by OFO, with the assistance of OPSG resources. Supplanting normal activities is not allowed and will not be reimbursed. As with all OPSG deployments, a direct nexus to supporting the border security efforts must be illustrated. Outbound operations should only be intermittent unless in support of RGV as a part of a specific named operation.

In support of operations in RGV, the integration of OPSG will serve as a key component in increasing the RGV's operational abilities in support of outbound operations in Hidalgo County which encompasses the Hidalgo, Pharr, Anzalduas, Donna and Progreso Ports of Entry (POE) during the period specified by this operation order. A "Jump Team" consisting of CBPOs, BPAs, and OPSG assets will be established to provide coverage to the POEs. OPSG's manpower commitment will be minimal and will not affect normal operations. OPSG assets will return to 2nd tier operations as the Jump Team fluctuates between ports (various local municipalities). OPSG assets will respond and integrate into outbound inspections corresponding to the agency's municipality limiting the reduction of resources in the field. Enhanced outbound operations will be inspecting 100% of all passengers in targeted vehicles to identify any possible Transnational Criminal Organization (TCO) associations and focus on identified targets that are exploiting the POEs.

All participating officers will receive proper training on daily operations, traffic hazards as to assignments and awareness of carbon monoxide gases from Office of Field Operations (OFO) Customs and Border Protection Officers (CBPOs) prior to deployment to Outbound Operations. Daily consideration will be given to existing weather conditions, with officer safety being paramount, should any inclement weather arise.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 HCSO will provide six (6) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490.

HCSO uniformed personnel will enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, human, weapons and U.S. Currency smuggling and any and all criminal activity that places our citizens at risk of endangerment.

2. Hidalgo County Constable Precinct 2:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Hidalgo County Precinct 2 Constable's Office will provide one (1) uniformed deputy in a marked vehicle to actively patrol the Precinct 2

area and will assist the Hidalgo County Sheriff's Office to patrol the approximately 75 miles of US/ Mexico Border.

3. Hidalgo County Constable Precinct 3:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Hidalgo County Precinct 3 Constable's Office will provide 6 (six) uniformed deputies in marked vehicles to actively patrol the Precinct 3 area and will assist the Hidalgo County Sheriff's Office to patrol the US/ Mexico Border that is in the Precinct 3 area.

4. Hidalgo County Constable Precinct 4:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Hidalgo County Precinct 4 Constable's Office will provide two (2) uniformed deputies in marked vehicles to actively patrol the Precinct 4 area and assist the Hidalgo County Sheriff's Office in their efforts to meet the goals of OPSG 12.

5. Alamo Police Department:

The Alamo Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Alamo Police Department will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Alamo Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

6. Donna Police Department:

The Donna Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Donna P.D., on a daily basis, will have a total of two Officers patrol the 12 miles of US/Mexico border and the 1600 square miles of jurisdiction within Hidalgo County. These officers will protect the citizens of the US and Hidalgo County against those who enter into the US soil with the sole purpose of engaging in criminal activities.

7. Edinburg Police Department:

The Edinburg Police Department will increase law enforcement in areas identified as alien smuggling and/or drug smuggling routes within the City of Edinburg. Edinburg has over 14 miles of US Hwy 281 which has been identified as one of the major smuggling routes in the country, with illegal aliens and drugs going north and illicit monies and

weapons coming south. OPSG 12 will be utilized by the Edinburg Police Department to disrupt criminal activities along, and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd.), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other location that is identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

8. Hidalgo Police Department:

The Hidalgo Police Department will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. HPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. HPD will provide uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, McColl Road, Jackson Road. HPD will provide support to Outbound Operations at the Hidalgo POE.

9. La Joya Police Department:

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security. The La Joya Police Department Officers will patrol the city of La Joya during the participation of Operation Stonegarden. These units will be very visible and will address human and narcotic smuggling through the city and will provide assistance to any agency requesting assistance.

10. Mercedes Police Department:

Mercedes Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Mercedes P.D., on a daily basis, will have a total of two Mercedes Officers patrol corridors leading from the US/Mexico border and into town along with the 11.2 square miles of jurisdiction within the city limits of Mercedes. These officers will protect the citizens of the US and the city of Mercedes against those who enter into the US soil with the sole purpose of engaging in criminal activities.

11. Mission Police Department:

Mission Police Department will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Mexico along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes

of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission. They will be conducting southbound operations at the Anzalduas International Bridge, in an attempt to deter the smuggling of U.S. currency and weapons into Mexico.

12. Palmview Police Department:

The Palmview Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Palmview Police Department will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Palmview Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

13. Peñitas Police Department:

Peñitas Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Peñitas P.D., on a daily basis, will have a total of five (5) Officers patrol the US/Mexico border that is within their jurisdiction. These officers will protect the citizens of Hidalgo County against those who enter into United States soil with the sole purpose of engaging in criminal activities.

14. Pharr Police Department:

Pharr Officers have seen an increase in border violence in the neighboring Mexico cities of Reynosa and Rio Bravo. The President of Mexico has placed the Mexican military in these bordering cities to counter the operations of the drug cartels vying for territory. Historically, the Gulf Cartel has had a stronghold of the "Plazas" in numerous Mexican states, but recently they have been engaged in encounters with their former "Special Forces Unit", the Zetas. Numerous sources indicate that there have been gun battles and casualties between the drug cartels. Because of the proximity and direct access to the U.S. via the Pharr POE, the realization of a Mexican incursion, whether they be criminals or Mexican military soldiers fleeing a gun battle is likely to happen. It has been proven that these drug cartels have access to an abundance of money and weaponry. The public areas surrounding the Port of Pharr provide platforms, which may facilitate this type of incursion. The Pharr POE has become a nexus for Drug Trafficking Organization (DTO's) for narcotic and human smuggling. The Pharr POE is a vital commercial route that DTO's have tried to exploit and use to their advantage. The Pharr Police Department plans to use Stonegarden funds for overtime work and to purchase One (1) 2012 4x4 Suburban and equip it as a mobile response bridge operations vehicle. This vehicle will be used for specialized patrols in and around the Pharr POE and it will

be set up as a mobile command post in case of a bridge incursion. The mobile response operations vehicle will be equipped with police emergency equipment, MaaCom communication radio, Coban digital video recorder, MDT to monitor City of Pharr bridge cameras, and rifle racks. With the fully equipped law enforcement vehicle the Pharr Police Department will be able to increase and provide adequate law enforcement presence throughout the duration of Operation Stonegarden. This vehicle will be utilized to serve and protect the citizens of the United States and the City of Pharr from those criminal minded illegal immigrants who enter the U.S., for the sole purpose of committing criminal acts. Pharr PD will provide support to Outbound Operations at the Pharr POE.

15. San Juan Police Department:

The San Juan Police Department will reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco Station AOR. Utilizing Stonegarden funding for overtime and equipment in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Station' Critical Transit Nodes (Expressway 83, FM 1426). San Juan Police Department (SJPD) will not enforce Title 8 (US Immigration law). SJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. SJPD will provide a uniformed officer in marked vehicle to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts.

16. Weslaco Police Department:

The City of Weslaco Police Department will consistently participate in the daily operations, goals and objectives set forth within the operational plan for Operation Stonegarden. The City of Weslaco Police Department, on a scheduled daily basis, will contribute the deployment of two Police Officers, one Lieutenant-level Officer and one Patrolman-level Officer, to patrol the 1,241 miles of the Texas / Mexico Border along the Rio Grande River and the 1,600 square-mile jurisdiction within Hidalgo County, Texas. These Officers will protect the citizens of the U.S. and Hidalgo County against those who enter into U.S. sovereign territory with the purpose of engaging in criminal activities. These Officers also will coordinate with other agencies, including the Hidalgo County Sheriff's Office, to effectively promote the safety and welfare of the citizens of the City of Weslaco and Hidalgo County, Texas.

D. Coordinating Instructions:

The RGV Sector Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. The sector and local participating agencies will be executing a quarterly OPSG operational plan for submission to OBP. RGV Sector stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV Sector stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Office of Intelligence (RGV-OI) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-
At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete an Activity Report (AR). The AR will be submitted via email to Sector Headquarters and County Headquarters. The Sector OPSG Group will be responsible for compiling daily activity reports and the Hidalgo County Auditor's Office will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by the Sector OPSG Group and submitted via email to OBP.

Information Sharing-
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-OI for evaluation. Items of interest will be developed by the RGV-OI and forwarded to station Lead Border Patrol Agents (LBPAs), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-OI and the participating agencies.

Performance Metrics-
OPSG impact on border security and public safety will be gauged by several mechanisms:

- Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas
- Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
- Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

E. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

3rd Tactical Period (September 1, 2013 through November 30, 2013)

Hidalgo County Sheriff's Office	
2,575 Operational overtime hours (deputies)	
515 Operational overtime hours (supervisor)	
total overtime and fringe	$131,301.31
Mileage 18,300 miles X.565 per mile	$ 10,339.50
Hidalgo County Constable PCT 2	
75.08 Operational overtime hours (supervisor)	
Total overtime and fringe	$ 3,147.34
Hidalgo County Constable PCT 3	
24 Operational overtime hours (supervisor)	
125 Operational overtime hours (deputies)	
Total overtime and fringe	$ 6,081.82
Mileage 1,762.5 miles X .565 per mile	$ 995.81
Hidalgo County Constable PCT 4	
130 Operational overtime hours	
Total overtime and fringe	$ 5,327.88
Mileage 1,014 miles X .565 per mile	$ 572.91
Alamo Police Department	
195 Operational overtime hours	
Total overtime and fringe	$ 7,017.08
Mileage 1,900 miles X .565 per mile	$ 1,073.50
Donna Police Department	
333 Operational overtime hours	
Total overtime and fringe	$ 10,083.24
Mileage 943.5 miles X .565 per mile	$ 533.08
Edinburg Police Department	
513 Operational overtime hours	
Total overtime and fringe	$ 34,192.96
Mileage 9,528.75 miles X .565 per mile	$ 5,383.75
Hidalgo Police Department	
312 Operational overtime hours	
Total overtime and fringe	$ 11,011.74

Mileage 843.75 miles X .565 per mile	$ 476.72
La Joya Police Department 171.25 Operational overtime hours Total overtime and fringe	$ 4,504.84
Mileage 1,078.5 miles X .565 per mile	$ 609.49
Mercedes Police Department 162.5 Operational overtime hours Total overtime and fringe	$ 6,125.31
Mileage 700 miles X .565 per mile 395.50	$
Mission Police Department 264 Operational overtime hours Total overtime and fringe	$ 10,659.09
Palmview Police Department 285 Operational overtime hours Total overtime and fringe	$ 9,835.48
Peñitas Police Department 225 Operational overtime hours Total overtime and fringe	$ 6,860.53
Mileage 375 X .565 per mile	$ 211.88
Pharr Police Department 820 Operational overtime hours Total overtime and fringe	$ 27,060.00
San Juan Police Department 272 Operational overtime hours Total overtime and fringe	$ 9,415.85
Weslaco Police Department 240 Operational overtime hours Total overtime and fringe	$ 11,230.75

Cost Estimates:

General Cost:	$ 20,592.14
OT Cost:	$293,855.22
Total Cost:	$314,447.36

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

N/A

F. Special Equipment:

N/A

G. Alien Processing:

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to the Rio Grande Valley Border Patrol Stations for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Seized contraband will be processed in accordance with existing federal, state, and local policies.

H. Medical:

Upon encountering medical emergencies the Hidalgo County Sheriff's Office, and the participating agencies will follow each agency's protocol in their policy and procedure.

I. Detention/Transportation:

The detention and transportation of undocumented or illegal aliens will be coordinated with the Rio Grande Valley Sector Border Patrol Stations.

J. Vehicles :

Local law enforcement vehicles will be used in support of this operation. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG related operations.

F. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1.	Border Patrol	CPA Rosendo Hinojosa	956-289-4800
2.	HCSO	Sheriff Guadalupe "Lupe" Treviño	956-383-8114
3.	HC PCT 2	Constable Martin Cantu	956-784-3510
4.	HC PCT 3	Constable Larry Gallardo	956-581-6800
5.	HC PCT 4	Constable Eddie Guerra	956-383-8560
6.	Alamo P.D.	Chief Arturo Espinoza	956-787-1454
7.	Donna P.D.	Chief Ruben De Leon	956-464-4481
8.	Edinburg P.D.	Chief Rolando Castaneda	956-383-7411
9.	Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
10.	La Joya	Chief Julian Gutierrez	956-585-4855
11.	Mercedes P.D.	Chief Olga Maldonando	956-565-3102
12.	Mission P.D.	Chief Martin Garza	956-584-5000
13.	Palmview P.D.	Chief Chris R. Barrera	956-581-7416
14.	Peñitas P.D.	Chief Roel Bermea	956-583-0050
15.	Pharr P.D.	Chief Ruben Villescas	956-787-8546
16.	San Juan P.D.	Chief Juan Gonzalez	956-787-9904
17.	Weslaco P.D.	Chief Michael Kelly	956-968-8591

B. Unit Command:

RGV Sector Headquarters

CPA Rosendo Hinojosa

ACPA Victor Howard

956-289-4800

McAllen Border Patrol Station (Hidalgo County)

PAIC Felix Cantu Jr.

DPAIC Kathleen Scudder, DPAIC Roel Rodriguez

956-217-3800

Weslaco Border Patrol Station (Hidalgo County)

PAIC Hector Escamilla

DPAIC John G. Gutierrez, DPAIC Letisia Camarrillo

956-647-8800

C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

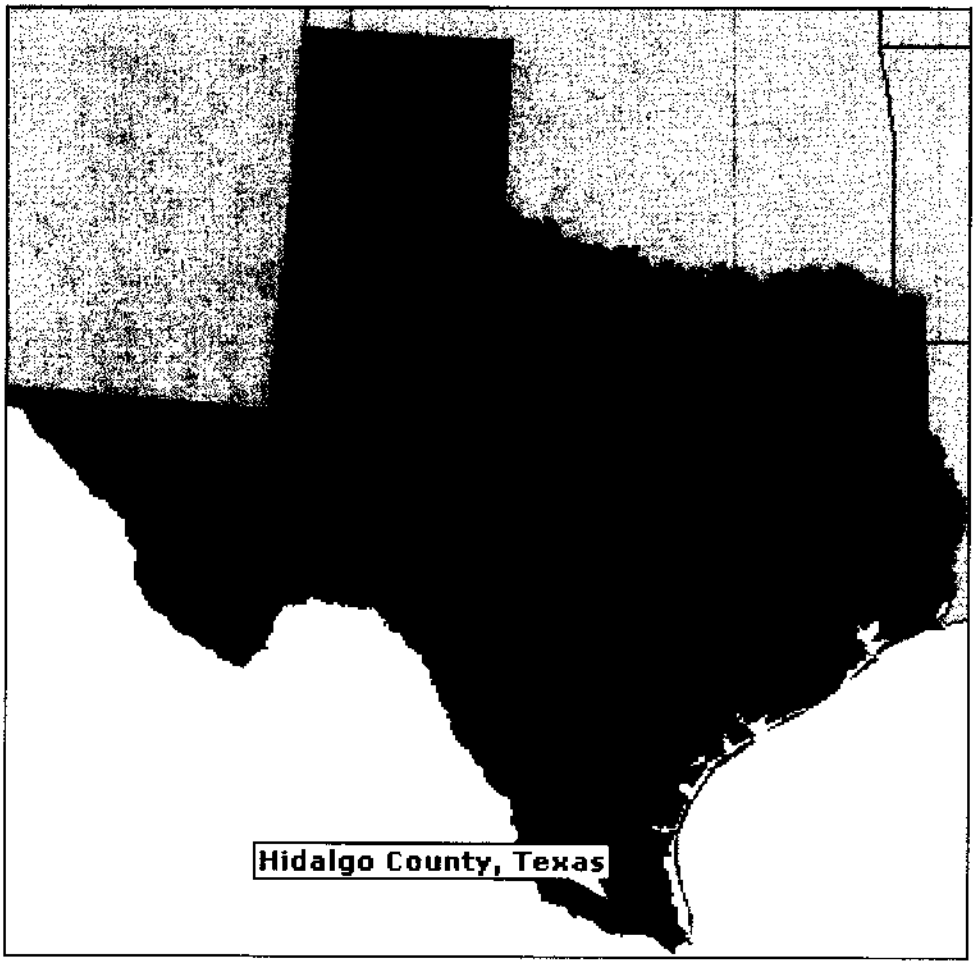
Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8^{th}) largest county in Texas. Hidalgo County is 1,596 square miles, and shares 78 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet. The center point of the county is as follows:

Longitude: 98°10′ West Latitude: 26°23′ North

Minutes:23 Seconds:24 Minutes:56 Seconds:9

Decimal Degrees: -98.127502 26.41591

Location zone : Central (Hidalgo County)



ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 15 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the

part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,

2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and

3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and 15 participating friendly forces/police department have built partnerships with the U.S. Immigration Customs Enforcement, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.

HIDALGO COUNTY SHERIFF'S OFFICE:

All Media events/questions will be referred to Hidalgo County Sheriff Guadalupe "Lupe" Treviño or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Treviño.

Legal Review:

All matters will be referred to the CBP Counsel.

HIDALGO COUNTY SHERIFF'S OFFICE:

All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

Operations have the potential to take place near shopping areas, schools and places of worship.	Medium	Enforcement actions at or near sensitive locations will be avoided unless absolutely necessary. Border Patrol Agents participating in this operation will conduct themselves in accordance with the current policy titled, "Consideration During Planned Enforcement Actions At or Near Certain Community Locations."	Low
Operations have the potential to have traffic hazards and inclement weather conditions when being conducted at Ports of Entry (Outbound Operations).	Medium	All participating officers will receive proper training on daily operations, traffic hazards as to assignments and awareness of carbon monoxide gases from Office of Field Operations (OFO) Customs and Border Protection Officers (CBPOs) prior to deployment to Outbound Operations. Daily consideration will be given to existing weather conditions, with officer safety being paramount, should any inclement weather arise.	Low

Photos:

No photos have been associated with this Op Order.

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

July 17, 2013

Ms. Aimee Clancy
Federal Emergency Management Administration
United States Department of Homeland Security
800 K Street, NW Suite 5035
Washington, DC 20531

RE: FY 2012 Operation Stonegarden Grant Program, Operational Overtime Waiver

Dear Ms. Clancy:

The Hidalgo County Sheriff's Office (HCSO) requests a waiver of the 50% Overtime Limit provided by the Operation Stonegarden Grant Program. The intent of this request is to enable the Hidalgo County Sheriff's Office to make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the U.S./Mexican border areas, it would be beneficial to increase law enforcement presence within identified active areas and at the Port of Entries working hand in hand with U.S. Border Patrol and U.S. Customs.

A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office with the flexibility to allocate resources to enhance collaboration between law enforcement agencies on the border and to increase our capabilities to prevent and respond to border security issues.

Herewith requesting an increase in the Operational Overtime to 60% of the awarded funding for Hidalgo County, Texas to conduct enhanced patrol operations.

Thank you in advance for your consideration to our request.

Sincerely,

Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Alamo

ACCOUNT NUMBER: 3-1284-480-00-280-070-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-070-5-131	Stonegarden City of Alamo--Overtime
3-1284-480-00-280-070-5-220	Stonegarden City of Alamo--FICA
3-1284-480-00-280-070-5-230	Stonegarden City of Alamo--Retirement
3-1284-480-00-280-070-5-260	Stonegarden City of Alamo--Worker's Comp.
3-1284-480-00-280-070-5-581	Stonegarden City of Alamo--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-070-5-000 **Operation Stonegarden 2012--City of Alamo**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Alamo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

/

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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cal Government

AMOUNT
5,850.02
447.52
435.82
283.72
1,073.50
8,090.58
8,090.58
8,090.58

rant Award

/

DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Donna

ACCOUNT NUMBER: 3-1284-480-00-280-048-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-048-5-131	Stonegarden City of Donna--Overtime
3-1284-480-00-280-048-5-220	Stonegarden City of Donna--FICA
3-1284-480-00-280-048-5-230	Stonegarden City of Donna--Retirement
3-1284-480-00-280-048-5-260	Stonegarden City of Donna--Worker's Comp.
3-1284-480-00-280-048-5-581	Stonegarden City of Donna--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-048-5-000 **Operation Stonegarden 2012--City of Donna**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Donna from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

/

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

hapter

cal Government

AMOUNT
8,658.17
662.72
433.15
329.20
533.08
10,616.32
10,616.32
10,616.32

rant Award

/

DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Edinburg

ACCOUNT NUMBER: 3-1284-480-00-280-086-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-088-5-131	Stonegarden City of Edinburg--Overtime
3-1284-480-00-280-088-5-220	Stonegarden City of Edinburg--FICA
3-1284-480-00-280-088-5-230	Stonegarden City of Edinburg--Retirement
3-1284-480-00-280-088-5-250	Stonegarden City of Edinburg--Unemployment Comp.
3-1284-480-00-280-088-5-260	Stonegarden City of Edinburg--Worker's Comp.
3-1284-480-00-280-088-5-581	Stonegarden City of Edinburg--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-088-5-000 **Operation Stonegarden 2012--City of Edinburg**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Edinburg from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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cal Government

AMOUNT
27,317.21
1,693.67
3,687.83
51.90
1,442.35
5,383.75
39,576.71
39,576.71
39,576.71

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Hidalgo

ACCOUNT NUMBER: 3-1284-480-00-280-049-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-049-5-131	Stonegarden City of Hidalgo--Overtime
3-1284-480-00-280-049-5-220	Stonegarden City of Hidalgo--FICA
3-1284-480-00-280-049-5-230	Stonegarden City of Hidalgo--Retirement
3-1284-480-00-280-049-5-250	Stonegarden City of Hidalgo--Unemployment Comp.
3-1284-480-00-280-049-5-260	Stonegarden City of Hidalgo--Worker's Comp.
3-1284-480-00-280-049-5-581	Stonegarden City of Hidalgo--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-049-5-000 **Operation Stonegarden 2012--City of Hidalgo**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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cal Government

AMOUNT
8,682.96
664.25
942.97
251.81
469.75
476.72
11,488.46
11,488.46
11,488.46

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of La Joya

ACCOUNT NUMBER: 3-1284-480-00-280-050-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-050-5-131	Stonegarden City of La Joya--Overtime
3-1284-480-00-280-050-5-220	Stonegarden City of La Joya--FICA
3-1284-480-00-280-050-5-230	Stonegarden City of La Joya--Retirement
3-1284-480-00-280-050-5-260	Stonegarden City of La Joya--Worker's Comp.
3-1284-480-00-280-050-5-581	Stonegarden City of La Joya--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-050-5-000	Operation Stonegarden 2012--City of La Joya

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of La Joya from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
3,865.81
295.74
196.39
146.90
609.49
5,114.33
5,114.33
5,114.33

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Mercedes

ACCOUNT NUMBER: 3-1284-480-00-280-072-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-072-5-131	Stonegarden City of Mercedes--Overtime
3-1284-480-00-280-072-5-220	Stonegarden City of Mercedes--FICA
3-1284-480-00-280-072-5-230	Stonegarden City of Mercedes--Retirement
3-1284-480-00-280-072-5-260	Stonegarden City of Mercedes--Worker's Comp.
3-1284-480-00-280-072-5-581	Stonegarden City of Mercedes--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-072-5-000 **Operation Stonegarden 2012--City of Mercedes**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Mercedes from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
4,657.67
356.32
865.39
245.93
395.50
6,520.81
6,520.81
6,520.81

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Mission

ACCOUNT NUMBER: 3-1284-480-00-280-054-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-054-5-131	Stonegarden City of Mission--Overtime
3-1284-480-00-280-054-5-220	Stonegarden City of Mission--FICA
3-1284-480-00-280-054-5-230	Stonegarden City of Mission--Retirement
3-1284-480-00-280-054-5-260	Stonegarden City of Mission--Worker's Comp.

TOTAL APPROPRIATIONS

3-1284-331-12-280-054-5-000 **Operation Stonegarden 2012--City of Mission**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Mission from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
8,785.93
672.12
737.14
463.90
10,659.09
10,659.09
10,659.09

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Palmview

ACCOUNT NUMBER: 3-1284-480-00-280-051-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-051-5-131	Stonegarden City of Palmview--Overtime

TOTAL APPROPRIATIONS

3-1284-331-12-280-051-5-000 **Operation Stonegarden 2012--City of Palmview**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Palmview from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
9,835.48
9,835.48
9,835.48
9,835.48
9,835.48

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Penitas

ACCOUNT NUMBER: 3-1284-480-00-280-074-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-074-5-131	Stonegarden City of Penitas--Overtime
3-1284-480-00-280-074-5-220	Stonegarden City of Penitas--FICA
3-1284-480-00-280-074-5-260	Stonegarden City of Penitas--Worker's Comp.
3-1284-480-00-280-074-5-581	Stonegarden City of Penitas--In-County Travel

TOTAL APPROPRIATIONS

3-1284-331-12-280-074-5-000 **Operation Stonegarden 2012--City of Penitas**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Penitas from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

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AMOUNT
6,075.03
464.74
320.76
211.88
7,072.41
7,072.41
7,072.41

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Pharr

ACCOUNT NUMBER: 3-1284-480-00-280-053-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-053-5-131	Stonegarden City of Pharr--Overtime

TOTAL APPROPRIATIONS

3-1284-331-12-280-053-5-000 **Operation Stonegarden 2012--City of Pharr**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient Gr to the City of Pharr from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
27,060.00
27,060.00
27,060.00
27,060.00

ant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of San Juan

ACCOUNT NUMBER: 3-1284-480-00-280-076-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-076-5-131	Stonegarden City of San Juan--Overtime
3-1284-480-00-280-076-5-220	Stonegarden City of San Juan--FICA
3-1284-480-00-280-076-5-230	Stonegarden City of San Juan--Retirement
3-1284-480-00-280-076-5-250	Stonegarden City of San Juan--Unemployment Comp.
3-1284-480-00-280-076-5-260	Stonegarden City of San Juan--Worker's Comp.

TOTAL APPROPRIATIONS

3-1284-331-12-280-076-5-000	Operation Stonegarden 2012--City of San Juan

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of San Juan from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
8,160.02
624.24
84.87
236.64
310.08

9,415.85

9,415.85

9,415.85

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Weslaco

ACCOUNT NUMBER: 3-1284-480-00-280-078-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
3-1284-480-00-280-078-5-131	Stonegarden City of Weslaco--Overtime
3-1284-480-00-280-078-5-220	Stonegarden City of Weslaco--FICA
3-1284-480-00-280-078-5-230	Stonegarden City of Weslaco--Retirement
3-1284-480-00-280-078-5-260	Stonegarden City of Weslaco--Worker's Comp.

TOTAL APPROPRIATIONS

3-1284-331-12-280-078-5-000 **Operation Stonegarden 2012--City of Weslaco**

TOTAL REVENUES

REASON: **To appropriate 3rd phase budget for the Operation Stonegarden 2012 Sub-Repicient G to the City of Weslaco from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-03

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

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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AMOUNT
9,738.00
745.00
377.75
370.00

11,230.75

11,230.75

11,230.75

rant Award

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DATE

OUNTY CLERK

DATE: November 21, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden 2012

ACCOUNT NUMBER: 3-1284-421-00-280-047-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-047-5-131	Overtime Pay	110,096.70
3-1284-421-00-280-047-5-220	FICA	8,422.38
3-1284-421-00-280-047-5-230	Retirement	11,361.98
3-1284-421-00-280-047-5-250	Unemployment Comp.	550.48
3-1284-421-00-280-047-5-260	Workers' Comp.	869.77
3-1284-421-00-280-047-5-581	Travel in County	10,339.50
	TOTAL APPROPRIATIONS	141,640.81
3-1284-331-12-280-047-5-000	OPERATION STONEGARDEN	141,640.81
	TOTAL REVENUES	141,640.81

REASON: **To appropriate 3rd phase budget for the FY2012 Operation Stonegarden Grant awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

SAA Award No. 12-GA-48215-03/ Federal Grant Award No. EMW-2012-SS-00018-S01

Note: Expenses relating to Health and Life insurance attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account #3-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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 (20th) 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 _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official 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 _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official 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 _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official 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 _____

Title _____

Sub-recipient Organization _____

_____ _____

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 _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

October 31, 2013

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 13-MCAMCA-09-004-Version 0
Fiscal Year: 2012
Amount Approved: $314,447.36
Operations Order Dates: 09/01/2013-11/30/2013
Recipient: Hidalgo County

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2012 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs, and mileage costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

AI-41739 **Tax Office 11. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Tax Office **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration and approval to execute an interlocal agreement between the County of Hidalgo and the City of Pharr for Scofflaw vehicle registration denial services.

BACKGROUND

The County Tax Assessor Collector's Office will be denying vehicle registrations to individuals that owe delinquent fines and fees to the City of Pharr. For this service, the County Tax Assessor Collections Office will access a $20.00 fee for each record renewed.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Revenues from fees collected.

Attachments

Legal Approval

Interlocal Draft

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	11/18/2013 02:12 PM
Budget & Management	Obdett Calzada	11/19/2013 01:35 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Sylvia Solis Started On: 11/08/2013 09:51 AM

Final Approval Date: 11/22/2013

Zimbra **sylvia.solis@co.hidalgo.tx.us**

Fwd: Pharr Scofflaw

From : Sylvia Solis <sylvia.solis@co.hidalgo.tx.us> Mon, Nov 18, 2013 01:16 PM
Subject : Fwd: Pharr Scofflaw 1 attachment
To : Sylvia Solis <sylvia.solis@co.hidalgo.tx.us>

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Monday, November 18, 2013 11:57 AM
To: Neida Chavana; 'Rey Salazar'
Cc: Santos Castilleja; eva.mireles@taxoffice.co.hidalgo.tx.us
Subject: Pharr Scofflaw

Our office approves as to form the attached City of Pharr Scofflaw Agreement.

Please let me know if you have any questions or concerns.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

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****

Pharr - Final.pdf
97 KB

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement made and entered into this _____ day of _____, 2013, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of Pharr, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY.

2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the State of Texas (State), pursuant to the City's contract with State, with a detailed listing of flagged vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

2.2 City shall provide the County Tax Assessor-Collector with a Scofflaw Denial / Release Form when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.

2.3 After a Scofflaw Denial / Release Form as indicated above is received, the County Tax Assessor-collector may not refuse to register the motor vehicle.

2.4 City shall provide necessary Scofflaw Denial / Release Forms indicating that a traffic law matter is cleared for presentation to the County Tax Assessor-Collector pursuant to Section 2.2 above on a form that is acceptable to County.

2.5 City shall provide to County instructions in English in a form acceptable to County for County to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

2.6 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

2.7 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.

2.8 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.9 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.

2.10 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2.10.1 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.

3.1 The County Tax Assessor-Collector shall:

3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with State and identified in accordance with Texas Transportation Code Chapter 702.

3.2 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receipt of a Scofflaw Denial / Release Form from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.3 The County Tax Assessor-Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle where there has been a

valid transfer of title.

4. CONSIDERATION AND PAYMENT.

4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below.

4.2 City shall assess a $20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

4.3 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.

4.4 City shall, on a quarterly basis, provide County a report reconciling the $20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION.

This Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall terminate one year thereafter. The Agreement shall automatically renew for a one-year term. This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice to the other parties.

6. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, TX 78539

With Copy to:	County Tax Assessor-Collector Attn: Pablo (Paul) Villarreal, Jr. 2804 US Hwy 281 Edinburg, TX 78539
If to City of Pharr:	City of Pharr Attn: Leopoldo "Polo" Palacios, Jr., Mayor P.O. Box 1729 Pharr, TX 78577
With Copy to:	Pharr Municipal Court Attn: Rodolfo Martinez, Presiding Judge 1900 S. Cage Blvd. Pharr, TX 78577

7. **INDEMNIFICATION.**

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. **FISCAL FUNDING.**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this

Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

9. VENUE.

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas.

10. NONDISCRIMINATION.

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. ENTIRE AGREEMENT,

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY.

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or Provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING.

In the event that any work or part thereof is funded by State of Texas or U.S.

Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. **HEADINGS.**

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. **NUMBER AND GENDER.**

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. **COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. **REMEDIES.**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above

CITY OF PHARR

_____
Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

_____
Pablo (Paul) Villarreal, Jr.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra

By:_____
Michael L. Garza
Assistant District Attorney

AI-41580 **Health & Human Services Dept. 12. A. 1.**

CC REGULAR

Meeting Date: 11/26/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

a. Public Hearing to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2014 and how the revenue derived from those payments is to be spent.
b. Consideration and Possible Approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
c. Consideration and Possible Approval for the Hidalgo County Tax Assessor/Collector to collect the mandatory payments required by Hidalgo County Health Care Funding District.
d. Consideration and approval to assess mandatory payment & set assessment date

BACKGROUND

Attachments

notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 01:20 PM
Manuel Chapa	Manuel Chapa	11/22/2013 04:42 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Dairen Sarmiento Started On: 11/01/2013

Final Approval Date: 11/22/2013

NOTICE OF PUBLIC HEARING BY HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT TO CONSIDER AMOUNTS OF MANDATORY PAYMENTS FOR FISCAL YEAR 2014

The Hidalgo County Commissioners Court sitting as the Hidalgo County Health Care Funding District will hold a public hearing on November 26, 2013 at 10:30 a.m. in the City of Edinburg Council Chambers, 415 W. University Drive, Edinburg, Texas to hear public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2014 and how the revenue derived from those payments is to be spent. Representatives of paying hospitals and the public wishing to be heard on these matters may appear before the Commissioners Court at the hearing.

AI-41922 **IT Department 13. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after
review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
09/03/13	803358989	AT & T Long Distance	$250.60
10/03/13	803358989	AT & T Long Distance	$313.75

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-XXXX-4XX-XX-XXX-X-531

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

BUDGETARY IMPACT:

PO No. 689608

Attachments

Desktop

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/21/2013 04:03 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Edna Kirby Started On: 11/21/2013 09:37 AM

Final Approval Date: 11/22/2013

COUNTY OF HIDALGO
PO BOX 207
EDINBURG TX 78540-0207

Corporate ID: 57407
Invoice BAN: 803358989
Statement Date: 09/03/2013

Amount of Last Bill	Payments Applied through 08/13/2013	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 10/18/2013	TOTAL AMOUNT DUE
368.82	206.51CR	0.00	162.31	250.60	412.91

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits		
Amount of Last Bill		368.82
Payments Applied through 08/13/2013	- See Account Summary (Invoice BAN)	206.51CR
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		162.31
Current Charges		
AT&T Long Distance		250.60
Total Current Charges Due by 10/18/2013		250.60
Total Amount Due		412.91

Invoice Received By:
On
Goods/services Received By:
On
Acct.#
PO#

*Balance from Previous Bill Detail

Charges due by 09/17/13	162.31
Total Balance from Previous Bill	162.31

Helpful Numbers

For Billing Questions	1-800-594-0358
For Repair Service	1-877-286-0200
For Payment Arrangements	1-888-851-1116
To Place an Order	1-800-321-2000

DELIVERED NOV 14 2013

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 803358989-7

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$0.00	**$412.91**	

Corporate ID: 57407
Invoice BAN: 803358989

8216.3.80.3784 5 AB 1.440 es

COUNTY OF HIDALGO
PO BOX 207
EDINBURG TX 78540-0207

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000000803358989700000000004129100000 2

at&t

Invoice Received By:
Edna Kiel On 10/16/13
Goods/services Received By:
Edna Kiel On 9/27/13
Acct.#
PO# 689608

COUNTY OF HIDALGO
PO BOX 207
EDINBURG TX 78540-0207

Corporate ID: 57407
Invoice BAN: 803358989
Statement Date: 10/03/2013

Amount of Last Bill	Payments Applied through 09/24/2013	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 11/18/2013	TOTAL AMOUNT DUE
412.91	220.95CR	0.00	191.96	313.75	505.71

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits		
Amount of Last Bill		412.91
Payments Applied through 09/24/2013 - See Account Summary (Invoice BAN)		220.95CR
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		191.96
Current Charges		
AT&T Long Distance		313.75
Total Current Charges Due by 11/18/2013		313.75
Total Amount Due		505.71

*Balance from Previous Bill Detail

Charges due by 10/18/13	191.96
Total Balance from Previous Bill	191.96

Helpful Numbers

For Billing Questions	1-800-594-0358
For Repair Service	1-877-286-0200
For Payment Arrangements	1-888-851-1116
To Place an Order	1-800-321-2000

DELIVERED NOV 14 2013

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 803358989-7

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$0.00	**$505.71**	

Corporate ID: 57407
Invoice BAN: 803358989

8097.2.14.653 6 AB 1.640 es

COUNTY OF HIDALGO
PO BOX 207
EDINBURG TX 78540-0207

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000008033589897000000000050571000005

AI-41700 **IT Department 13. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Comm. Pct. 4:
Authorization and approval to change the name on wireless devices to Office Use through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Description:	Employee Name / Employee ID:	Transfer Name To:	MDN:
Cell Phone Name Change	Juan R. Garcia / 176265	Office Use	956-648-8733
Cell Phone Name Change	Jaime Guerra / 128295	Office Use	956-279-5789

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

No Budgetary Impact

Approval to change the name...

PO# 687203

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2013 01:59 PM
Manuel Chapa	Manuel Chapa	11/19/2013 04:30 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Griselda Salazar Started On: 11/06/2013 03:49 PM

Final Approval Date: 11/22/2013

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		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jaime Becerra Employee ID# 128295 Signature: [signature]

Department: Pct 4/1 Dept#: 124

Quantity: 279-5789

Service: $34.99/mo (x) 12 months = $419.88 Account: 3-1200-431-00-124-009-0532

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

P.O

Requisition Total: $5,458.68 P.O Requisition Number: 687203

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Joseph Palacios Joseph Palacios 8/16/13

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Name change _____

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		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature: Gloria A. Bettran

Department: Pct 4 Dept#: 124

Quantity: 279-5789

Service: $34.99 /mo (x) 12 months = $419.88 Account: 3-1200-431-00-124-007-0-532

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

P.O. Requisition Total: $5,458.68 P.D. Requisition Number: 687203

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Joseph Palacios MAB | Joseph Palacios | 8/16/13

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Name Change to Office Use

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		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan Roberto Garcia Employee ID# 176265 Signature: [signature]

Department: Pct 4 (DSP) Dept#: 124

Quantity: 648-8733

Service: $ 34.99 /mo (x) 12 months = $419.88 Account: 3-1200-431-00-124-001-0 -532

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

P.O

Requisition Total: $5,458.68 Requisition Number: 687203

P.O

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Joseph Palacios MAB — Signature

Joseph Palacios — Print Name

8/6/13 — Date

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

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Name Change

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		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / ~~Employee~~: Office Use Employee ID# N/A Signature: Gloria A Betbrow

Department: Pct 4 Dept#: 124

Quantity: 648-8733

Service: $34.99/mo (x) 12 months = $419.88 Account: 3-1200-431-00-124-007-0 -532

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

P.O. Requisition Total: $5,458.68 P.O. Requisition Number: 687203

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Joseph Palacios MAB — Signature

Joseph Palacios — Print Name

8/6/13 — Date

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

_____ Signature

_____ Print Name

_____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Name Change to Office Use

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-41729 **HIDTA - Task Force 14. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and Texas Alcohol & Beverage Commission.

2. Approval of appropriation of funds in the amount of $10,000.00

BACKGROUND

The Hidalgo County HIDTA Task Force agrees to reimburse the Texas Alcohol & Beverage Commission (TABC) for overtime worked exclusively on HIDTA cases by the TABC agents currently assigned to the HIDTA Task Force. The Memorandum of Understanding has been reviewed and approved by the Hidalgo County District Attorney's Office.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-841

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

BUDGETARY IMPACT:

Appropriation in the amount of 10,000

Revenue acct. 3-1252-412-00-270-012-0-000

Attachments

MOU

Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/21/2013 03:33 PM
Manuel Chapa	Manuel Chapa	11/22/2013 05:04 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Nelda Olivarez Started On: 11/07/2013 04:13 PM

Final Approval Date: 11/22/2013

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

HIDALGO COUNTY HIDTA TASK FORCE

AND THE

TEXAS ALCOHOL & BEVERAGE COMMISSION

PARTIES

This agreement is entered into by and between the Texas Alcohol & Beverage Commission ("TABC") and the Hidalgo County HIDTA Task Force ("HCHTF"), hereinafter referred to as "the Parties.

AUTHORITIES

Authorization of this MOU is pursuant to Chapter 791 of the Government Code (the Interlocal Cooperation Act).

PREAMBLE

WHEREAS, the Office of National Drug Control Policy provides grant funding to the Hidalgo County District Attorney's Office for the support of the Hidalgo County High Intensity Drug Trafficking Area ("HIDTA") Initiative, which operates as a component of the South Texas HIDTA, and includes a multi-agency law enforcement Detail; and

WHEREAS, the mission of the HIDTA Detail is to reduce drug trafficking in Hidalgo County and surrounding areas by instituting and coordinating law enforcement investigations to reduce the production, manufacturing, distribution, transportation and chronic use of illegal drugs, as well as the attendant money laundering of drug proceeds; and

WHEREAS, the TABC is a participating law enforcement agency in the HIDTA Detail; and

WHEREAS the HIDTA Detail engages in the seizure and forfeiture of contraband in an effort to reduce the profitability of illegal drug trafficking; and

WHEREAS, member agencies of the HIDTA Detail have unique opportunities to impact the quality of life and well-being of the citizens of Hidalgo County, the State of Texas, and the United States by combining efforts to achieve the goals; and

WHEREAS, it is in the best interest of the community that the parties work with each other through coordinated participation in the HIDTA Detail;

NOW THEREFORE, the parties hereby agree as follows:

TERMS CONDITIONS AND PROCEDURES

SECTION 1. Purpose and Authority

1. The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a cooperative relationship between the HCHTF and TABC, and to formalize policy and procedures involving TABC's participation in the HIDTA Detail.

2. This MOU is established pursuant to the policies and procedures of the HIDTA program.

SECTION 2. Contract Period

1. This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

SECTION 3. Mission and Objectives

1. The HIDTA Detail consists of joint, collocated and/or commingled federal State and local law enforcement agencies. The mission of the Detail, including its member law enforcement agencies, is to measurably diminish drug trafficking by disrupting and dismantling regional, national and international drug trafficking and money laundering organizations. These operations support the South Texas HIDTA Threat Assessment Strategy.

2. To accomplish its mission, the HIDTA Detail and its member law enforcement agencies have adopted specific objectives that include to:

    a.) Reduce drug trafficking and money laundering

activities;

b.) Reduce public corruption;

c.) Reduce crime rates and illegal drug activity; and

d.) Increase safety for investigative and support personnel.

3. Achievement towards these objectives will be furthered by the following activities: Promoting counter-drug intelligence exchanges within the HIDTA and its member agencies;

a.) Targeting drug trafficking and money laundering organizations operating or impacting the geographic region of the HIDTA;

b.) Identifying and prosecuting leaders of illicit drug trafficking and money laundering organizations;

c.) Developing additional target organizations through intelligence and enforcement efforts; and

d.) Initiating or adopting investigations that meet the criteria for acceptance as Organized Crime Drug Enforcement Task Force (OCDETF) cases.

SECTION 4. Conditions and Procedures

1. The TABC shall assign two (2) investigators to the HIDTA Detail and shall remain responsible for payment of the assigned investigator's ordinary salary, fringe benefits, and overtime expenses, and any non-HIDTA-related travel or per diem expenses. After initial assignment by TABC, any change in the assigned TABC investigatosr must be agreed to in writing by the Parties and executed as an addendum to this Agreement.

2. The assigned TABC investigatosr shall not be considered an employee of the County of Hidalgo or HCHTF by virtue of his participation in the HIDTA Detail, and shall remain subject to the policies and procedures of the TABC, including the TABC Peace Officer Policy and Procedure Manual.

3. The TABC agrees to and shall make a supervising law enforcement officer available to address administrative matters with respect to the TABC's participation in the HIDTA Detail. The TABC supervising officer will be responsible for coordinating the TABC investigator's efforts to cooperate with the HIDTA Detail, and shall exercise supervisory authority over the assigned TABC investigator at all times.

4. HCHTF will provide the TABC investigator with:

    a.) Office space and office equipment;

    b.) Database access, via HIDTA Intelligence Research Specialist;

    d.) HIDTA radio; and

    e.) Overtime reimbursement (up to a limit of $10,000) for work on HIDTA cases.

5. The TABC investigator's use of equipment and facilities listed in Section 4.04 will comply with policies and procedures established by the HIDTA Detail and HCHTF as appropriate for "official use only" in the development and investigation of shared cases.

6. The Parties agree to communicate with regard to the TABC investigator's participation and work performance, and will in good faith attempt to resolve by mutual agreement any claims or disputes between the Parties that may arise.

SECTION 5. Overtime Reimbursement

1. HCHTF agrees to and shall pay to the TABC funds not to exceed $10,000 per fiscal year for the purpose of reimbursing TABC for actual hourly overtime costs (calculated in accordance with the overtime provisions of the federal Fair Labor Standards Act) incurred by the TABC investigator assigned to the HIDTA Detail for working on HIDTA cases and as approved by HCHTF Command staff.

2. The reimbursement of overtime costs will be limited to cases investigated by the HIDTA Detail where the TABC investigator provided assistance.

3. HCHTF will reimburse TABC for overtime incurred at the actual rate received by the investigator assigned to the HIDTA Detail investigations.

4. To initiate reimbursement, TABC will submit an appropriate Reimbursement Request with appropriate documentation of actual overtime expenses to HCHTF within thirty (30) days of the close of the month in which the overtime was worked. HCHTF shall make payments for the reimbursement of overtime under this MOU from HIDTA Asset Forfeiture Account.

5. All proper Reimbursement Requests received by HCHTF will be paid within forty-five (45) days of receipt. Reimbursement Requests shall be submitted to:

Commander Dora L. Munoz
C/O Hidalgo County HIDTA Task Force
PO Box 5719
McAllen, TX 78502

SECTION 6. Sharing of Forfeited Assets/Proceeds

The Parties anticipate that investigations conducted by the HIDTA Detail may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

1.

For cases initiated by HCHTF where the assigned TABC investigator provided assistance in the form of surveillance, database investigation, case preparation or other assistance, the sharing of proceeds will be based on a percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined from liquidated assets by the HCHTF Detail Commander in accordance with this Section.

2.

For cases initiated by the TABC investigator as part of his responsibilities with the HIDTA Detail, and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on a percentage of task force man-hours contributed by the

participating agency in the investigation. The percentage of shared assets in these cases shall be determined from liquidated assets by the HCHTF Detail Commander in accordance with this Section

3. The terms of this Section apply only to the distribution of property and proceeds awarded in connection with the TABC's participation in investigations conducted by the HIDTA Detail, and do not bind the parties with respect to any other matters involving the sharing and distribution of the proceeds of contraband forfeitures.

SECTION 7. Legal Responsibilities

1. It is expressly understood and agreed that in the execution of this MOU, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions. The Parties shall remain individually responsible for any civil liability that may arise in the performance of HIDTA investigations as a result of the acts or omissions of its own law enforcement officers.

SECTION 8. Notice

1. Any notice required or permitted to be given under this MOU shall be in writing and shall be given to the appropriate party by certified mail return receipt requested. Notices shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party as follows:

Hidalgo County HIDTA Task Force	**Texas Alcohol & Beverage Commission:**
Dora L. Munoz	Dexter K. Jones
Commander	Field Operations
Hidalgo County HIDTA Task Force	Division
P.O. Box 5719	

McAllen, TX 78502

(956) 381-0444

P.O. Box 13127

Austin, TX 78711-3127

(512) 206-3302

SECTION 9. Applicable Law and Venue

1. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

SECTION 10. Amendment

1. This MOU may be amended only upon written agreement signed by the Parties.

SECTION 11. Termination

1. The Parties understand that participation in this MOU is voluntary and may be terminated by either party by giving thirty (30) days' written notice to the other party of its intention to terminate.

SECTION 12. Interpretation/Severability

1. This MOU is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this agreement.

2. 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.

3. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to

accomplish the purpose of the Agreement.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ 11/07/13
Rene Guerra, Hidalgo County Date
Criminal District Attorney

TEXAS ALCOHOL & BEVERAGE COMMISSION

By: _____ 11/07/2013
Dexter K. Jones, Date
TABC Assistant Chief of Field Operations

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____
Victor Garza, Assistant DA

DATE: November 21, 2013

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX (US Dept of Treasury Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
3-1252-412-00-270-012-0-	841	Aid to governmental agencies	$	10,000.00
		TOTAL APPROPRIATIONS	$	10,000.00
2-1252-412-00-270-012-0-	xxx	**HIDTA TASK FORCE TREASURY FUNDS**	**$**	**10,000.00**
		TOTAL ESTIMATED REVENUES	**$**	**10,000.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-41811 **Urban County 15. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Monica Leal **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 for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of La Villa, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 16, 18, 23, 24 & 25 (2003, 2005, 2010, 2011 & 2012) City of La Villa – Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
Dannenbaum Engineering	98%	
Melden & Hunt, Inc.	88%	
Guzman & Muñoz Engineering	88%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Years 16, 18, 23, 24 & 25 (2003, 2005, 2010, 2011 & 2012) City of La Villa - Water/Sewer Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) Dannenbaum Engineering (2) Melden & Hunt, Inc., and (3) Guzman & Muñoz Engineering for City of La Villa – Water/Sewer Improvements project.

Funds Available:

$ 4,873.84 YR 16 (2003) Water/Sewer Improvements
$ 7,158.62 YR 18 (2005) Water/Sewer Improvements
$ .36 YR 23 (2010) Water/Sewer Improvements
$263,652.00 YR 24 (2011) Water/Sewer Improvements
$225,186.94 YR 25 (2012) Water/Sewer Improvements
$500,871.76

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/14/2013 04:15 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Mary Flores Started On: 11/13/2013 03:57 PM

Final Approval Date: 11/22/2013

City of La Villa
Professional Engineering Services
Water/Sewer Improvements Project
Years 26 (2013)
Grading-Ranking Grid

Criteria	Dannenbaum Engineering			Melden & Hunt, Inc.			Guzman & Muñoz Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	13	20	20	11	20	20
Experience of Project Team/Ability to Commit Resources	25	25	23	13	25	21	13	25	23
Methodology/Experience/Availability of Project manager	20	20	20	20	20	18	18	20	20
Understanding of Project/Similar Projects	25	25	25	25	21	23	25	20	21
Familiarity with Applicable Rules & Regulations	10	8	8	10	6	9	10	8	10
TOTALS	100	98	96	81	92	91	77	93	94
AVERAGES	294÷3=98			264÷3=88%			264÷3=88%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

NOV – 5 2013

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Strong Staff Representative large members of engineers and Hydrologists on Staff		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: 140 Professional Staff members - experience water & wastewater plant designs		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Adequate Resources available		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Adequate Resources Available		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Adequate Resources available		TOTAL 10
Total Score		100

Firm/Participant's Name: Dannenbaum

Evaluator: Wilfredo Mata Department: City Administrator

Project Name: ~~2013~~ WWTP 03, 05, 11 & 12 Date: 10-31-13

H.E. H.E.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meet all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Meets most criteria, but did not include narrative		TOTAL 8
	Total Score	98

Firm/Participant's Name: Dannenbaum Engineering

Evaluator: Antonio Barco Department: Urban County Program

Project Name: La Villa - Waste Water Treatment Plant Project Date: 11/12/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets requirements for proposed project		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	05
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets criteria, not clear on composition leadership and reporting responsibilities as per SOQ		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	05
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria as required;		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Firm has performed various projects with Hidalgo County SOQ is very well detailed		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	03
Comments/Rationale For Points: Firm is familiar with Rules & Regulations		TOTAL 08
Total Score		96

Firm/Participant's Name: DANNENBAUM ENGINEERING

Evaluator: [signature] Department: UCP

Project Name: CITY OF LA VILLA W/S IMP PROJECT Date: 11/07/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

NOV – 5 2013

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	7
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Staff membership does not include Hydrologists		TOTAL 13
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points: Limited number of Professional staff		TOTAL 13
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Adequate resources available		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Adequate resources available		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Adequate resources available		TOTAL 10
Total Score		81

Firm/Participant's Name: Melden & Hunt Inc.

Evaluator: Wilfredo Matu Department: City Administrator

Project Name: ~~203~~ WWTP 03, 05, 11 & 12 Date: 10-31-13

W.W. W.E.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all requirements		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but did not include Knowledge of Federal/State/local Regs. Not easy to evaluate		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Does not indicate knowledge of Federal/State & local Regs Did not include Narrative		TOTAL 6
	Total Score	92

Firm/Participant's Name: Melden & Hunt, Inc.

Evaluator: ANTONIO BARCO Department: Urban County Program

Project Name: La Villa - Waste Water Treatment Plant Project Date: 11/12/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. **Professional Qualifications of Project Team** (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets requirements for proposed project		TOTAL 20
2. **Experience of Project Team/Ability to Commit Resources** (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets criteria, not clear on composition		TOTAL 21
leadership and reporting responsibilities as per SOQ		
3. **Methodology/Experience/Availability of Project Manager** (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria as required; no appendix included in SOQ		TOTAL 18
as requested on exhibits		
4. **Understanding of Project/Similar Projects** (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	03
➢ Reference information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Firm has performed various projects with Hidalgo County;		TOTAL 23
5. **Familiarity with Applicable Rules and Regulations** (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	04
Comments/Rationale For Points: Meets Criteria; unable to verify applicable rules & regulations		TOTAL 09
Total Score		9091 ML

Firm/Participant's Name: MELDEN & HUNT INC. ENGINEERING

Evaluator: Program Coordinator Department: UCP

Project Name: CITY OF LA VILLA W/S IMP PROJECT Date: 11/07/13

NOV - 5 2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	5
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Limited members of Professional Staff; no hydrologists		TOTAL 11
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points: limited water & sewer projects		TOTAL 13
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Adequate resources available		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Adequate resources available		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Adequate resources available		TOTAL 10
Total Score		77

Firm/Participant's Name: Guzman & Munoz

Evaluator: Wilfredo Mata Department: City Administrator

Project Name: [redacted] WWTP 03, 05, 11 & 12 Date: 10-31-13

M-E. M-E.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e, certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Meets most criteria, but needs to be more responsive to RFQ and contact information		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Does not contain a narrative		TOTAL 8
Total Score		93

Firm/Participant's Name: Guzman & Muñoz Engineering and Surveying, Inc.

Evaluator: ANTONIO BARCO Department: Urban County Program

Project Name: La Villa - Waste Water Treatment Plant Project Date: 11/12/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. **Professional Qualifications of Project Team** (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets requirements for proposed project		TOTAL 20
2. **Experience of Project Team/Ability to Commit Resources** (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	05
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets criteria, not clear on composition leadership and reporting responsibilities as per SOQ		TOTAL 23
3. **Methodology/Experience/Availability of Project Manager** (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	05
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria as required; no appendix included in SOQ as requested on exhibits		TOTAL 20
4. **Understanding of Project/Similar Projects** (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	03
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	03
➢ Reference Information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Firm has performed various projects with Hidalgo County;		TOTAL 21
5. **Familiarity with Applicable Rules and Regulations** (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria; unable to verify applicable rules & regulations		TOTAL 10
Total Score		94

Firm/Participant's Name: GUZMAN & MUÑOZ ENGINEERING AND SURVEYING

Evaluator: Yuca Muñoz, Program Coordinator Department: UCP

Project Name: CITY OF LA VILLA W/S IMP PROJECT Date: 11/07/13

AI-41862 **Urban County 15. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Guadalupe Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the city of Palmview, is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction , LLC for a 2011 Street Improvements project in the amount of $344,169.00, utilizing funds from the UCP Year 23, 24 & 25 (2010, 2011 & 2012 Street Improvements line item).

BACKGROUND

The bid opening was held on October 9, 2013 and the lowest responsible bidder meeting all specifications and/or requirements was Texas Cordia Construction, LLC. The project involves the rehabilitation of Bentsen Palm Drive Bridge in Palmview, Texas. Please see attached letter of recommendation by the project engineer, city's recommendation letter and contractor's general liability insurance. Project engineer firm is SAM Engineering and Surveying, Inc.

Contractor: TEXAS CORDIA CONSTRUCTION, LLC

Contract Amount: $344,169.00

Available Funds:

$ 55,622.46	2010-STREET IMPROVEMENTS
$177,640.78	2011-STREET IMPROVEMENTS
$150,000.00	2012-STREET IMPROVEMENTS
$383,263.24	**TOTAL**

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/15/2013 04:49 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Mary Flores Started On: 11/15/2013 04:38 PM

Final Approval Date: 11/22/2013

CITY OF PALMVIEW

Mayor
Jorge G. Garcia

Mayor Pro-Tem
Gerardo Perez

Councilmen
Noe Ruben Munoz
Ricardo Villarreal
Joel Garcia Jr.

Councilwomen
Graciela S. Flores

City Manager
Johnn V. Alaniz

Asst. Manager
Ramon Segovia

City Secretary
Aida Rivas

November 13, 2013

Lupita Garcia
Program Coordinator II
Urban County Program
3304 W Alberta Road
Edinburg, TX 78539

Re: Recommendation for Construction Contract
City of Palmview 2011 Street Improvements at Bentsen Palm Drive Bridge
Bid No. 5011-55-0311-5000-5500-UCP-GVG

Ms. Garcia,

The purpose of this letter is to formally request that the agenda item for the above referenced project be approved by the Court of Commissioners of Hidalgo County and awarded to Texas Cordia Construction, LLC for a total amount of $344,169.00 (Alternate no. 2 bid proposal). The City of Palmview concurs with the engineer's recommendation to award the construction contract to Texas Cordia Construction, LLC.

Respectfully,

Ramon Segovia R.S.
City Manager – City of Palmview

Cc: Saul Maldonado, PE – SAMES, Inc.
Jose Rodriguez, EIT, SIT – SAMES, Inc.

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Reg. # F-10602

200 South Cage Blvd, Pharr, Texas 78577

November 11, 2013

Lupita Garcia
Program Coordinator II
Urban County Program
3304 W Alberta Road
Edinburg, TX 78539

Re: Recommendation for Construction Contract
City of Palmview 2011 Street Improvements – Bentsen Palm Drive Bridge
Bid No. 5011-55-0311-5000-5500-UCP-GVG

Ms. Garcia,

We have reviewed the bid proposals submitted on October 9, 2013 by two local contractors for the above referenced project. After careful review of the bid proposals, it was decided that the awarding of this contract would be based on the alternate no. 2 design due to budgetary constraints. As a result, Texas Cordia Construction, LLC has submitted the lowest alternate no. 2 bid proposal with a price of $344,169.00. The second lowest alternate no. 2 bid proposal was submitted by McAllen Construction with a price of $474,640.00, as shown on the attached bid tabulations.

With this in mind and pending the on-going budget amendment, please consider our recommendation that Texas Cordia Construction, LLC be awarded the project for the total alternate no. 2 bid price in the amount of $344,169.00.

Respectfully Submitted,

Saul D. Maldonado, P.E.
Principal – SAMES, Inc.

Cc: Ramon Segovia, City of Palmview

BID TABULATIONS
CITY OF PALMVIEW 2011 STREET IMPROVEMENTS
BENTSEN PALM DRIVE BRIDGE
HIDALGO COUNTY - URBAN COUNTY PROGRAM
BID No. 5011-55-0311-5000-5500-UCP-GVG

Bid Opening Date: Oct. 9, 2013
9:30 a.m.
Hidalgo County Purchasing Dept.

ALTERNATE No. 2 BID

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	TEXAS CORDIA CONST.		McALLEN CONST.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	8" THICK STEEL REINFORCED CONCRETE SLAB (C-I-P), COMPLETE AND IN PLACE.	SF	2,210	$ 33.00	$ 72,930.00	$ 60.00	$ 132,600.00
2	CONCRETE TRAFFIC RAIL (TYPE T552), COMPLETE AND IN PLACE. (ABOVE ABUTMENT WINGWALL)	LF	20	$ 195.00	$ 3,900.00	$ 300.00	$ 6,000.00
3	METAL BEAM GUARD FENCE, INCLUDING TERMINAL CONNECTIONS TO CONCRETE TRAFFIC RAIL, COMPLETE AND IN PLACE.	EA	4	$ 1,245.00	$ 4,980.00	$ 200.00	$ 800.00
4	4% LIME (SUBGRADE STABILIZATION), COMPLETE AND IN PLACE.	TONS	5	$ 1,200.00	$ 6,000.00	$ 2,500.00	$ 12,500.00
5	6" ROAD GRADER WORK (SUBGRADE), COMPLETE AND IN PLACE.	SY	1,000	$ 5.00	$ 5,000.00	$ 20.00	$ 20,000.00
A	PAGE SUBTOTAL:				$ 92,810.00		$ 171,900.00
B	BASE BID TOTAL:				$ 349,969.00		$ 400,090.00
C	ITEMS 4 + 13 (DEDUCT FROM BASE BID):				$ 98,610.00		$ 97,350.00
D	ALTERNATE No. 2 TOTAL (A + B - C):				$ 344,169.00		$ 474,640.00

XXXX = AMOUNT CORRECTED BY ENGINEER BASED ON TYPOGRAPHICAL ERROR BY BIDDER.

– Recommended

SAMES, INC.
200 S. CAGE BLVD. PHARR, TX. 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

BID TABULATIONS
CITY OF PALMVIEW 2011 STREET IMPROVEMENTS
BENTSEN PALM DRIVE BRIDGE
HIDALGO COUNTY - URBAN COUNTY PROGRAM
BID No. 5011-55-0311-5000-5500-UCP-GVG

Bid Opening Date: Oct. 9, 2013
9:30 a.m.
Hidalgo County Purchasing Dept.

BID SYNOPSIS

	TEXAS CORDIA CONST.	McALLEN CONST.
BASE BID:	$ 349,969.00	$ 400,090.00
ALTERNATE No. 1 BID:	$ 377,489.00	$ 374,490.00
ALTERNATE No. 2 BID:	$ 344,169.00	$ 371,640.00
ALTERNATE No. 3 BID:	$ 371,689.00	$ 399,040.00

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER
11/11/2013

= AMOUNT CORRECTED BY ENGINEER BASED ON TYPOGRAPHICAL ERROR BY BIDDER.

SAMES, INC.
200 S. CAGE BLVD. PHARR, TX. 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2013

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
Brown & Brown Lone Star Insurance Services Inc
10700 North Freeway, Suite 300
Houston TX 77037

CONTACT NAME:
PHONE (A/C, No, Ext): 281-260-2000 FAX (A/C, No): 281-260-3065
E-MAIL ADDRESS: coi@bbtexas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Co.	36940
INSURER B : Hallmark County Mutual Ins Co	29408
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TEXAS25
Texas Cordia Construction, LLC
3149 Center Point Drive St. A
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 1154399487 **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	Y	Y	ESG30001500	10/11/2013	10/11/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	TXA51807700	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$included
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$included
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$included
	[X] Uninsured/ [ ] Underinsured						UM/UIM	$1,000,000
C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	XLS0090631	10/11/2013	10/11/2014	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project:
City Of Palmview Street Improvements
Bentsen Palm Drive Bridge
Bid No.: 5011-55-0311-5000-5500-UCP-GVG

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2013

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	SILVERHORN INS GROUP 200 N. 12TH STREET, STE 102 EDINBURG TX 78541	CONTACT NAME: DAVID*SALAZAR PHONE (A/C, No, Ext): (956) 383-3332 FAX (A/C, No): (956) 720-0257 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: CATLIN SPECIALTY INS CO	15989
INSURED	TEXAS CORDIA CONSTRUCTION LLC 3149-A CENTERPOINTE DR EDINBURG TX 78539	INSURER B: GREAT AMERICAN INS CO	16691
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00011450 REVISION NUMBER: 00012888

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			4202300236	12/12/2012	12/12/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	X ANY ONE ITEM			IMP2013180-00	2/27/2013	2/27/2014	$50,000 DED: $1,000	
B	X ALL ITEMS			IMP2013180-00	2/27/2013	2/27/2014	$300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2013

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.

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PRODUCER	CONTACT NAME: Austin Naegele
Texas Risk Solutions, LLC 11107 WURZBACH RD STE 202 SAN ANTONIO TX 78230-2553	PHONE (A/C, No, Ext): (210) 426-3053 FAX (A/C, No): (888) 794-0361 E-MAIL ADDRESS: austin@txrisksolutions.com
INSURED CORTRAN ENGINEERING, PLLC TEXAS CORDIA CONSTRUCTION, LLC 3149 CENTER POINT DR STE A EDINBURG TX 78539-7102	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Service Lloyds Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SRZE27852-13	05/09/2013	05/09/2014	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

Austin Naegele, CIC

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CONSTRUCTION CONTRACT

This Agreement entered into this **26th day of November , 2013** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Texas Cordia Construction, LLC (a corporation)** of **Edinburg,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Palmview – Street Improvements**
PROJECT No.:	**5011-55-0311-5000-5500-UCP-GVG**
PROJECT DESCRIPTION:	**Bentsen Palm Drive Bridge Project**

Heinafter called the project, for the sum of **($344,169.00) – Three hundred fourty-fouor thousand, one hundred sixty-nine dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SAM Engineering and Surveying, Inc.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) Two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Yara Corbit

Name of Firm: Texas Cordia Construction, LLC

Address: 3149-A. Center Pointe Drive
Edinburg, Texas 78539

Federal I.D./S.S.: 45-2590990

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-41818 **Urban County 15. C.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Monica Leal **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 for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) City of Weslaco – Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
DOS Logistics, Inc	94%	
LeFEVRE Engineering	93.33%	
TEDSI Infrastructure	92.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm for a Urban County Program Year 26 (2013) City of Weslaco - Water/Sewer Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) DOS Logistics, Inc. (2) LeFEVRE Engineering, and (3) TEDSI Infrastructure for the City of Weslaco – Water/Sewer Improvements project.

Funds Available: $285,000.00 YR 26 (2013) Water/Sewer Improvements

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/14/2013 04:15 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Mary Flores Started On: 11/13/2013 05:03 PM

Final Approval Date: 11/22/2013

City of Weslaco
Professional Engineering Services
Water/Sewer Improvements Project
Years 26 (2013)
Grading-Ranking Grid

Criteria	DOS Logistics, Inc.			LeFEVRE Engineering			TEDSI Infrastructure Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	19	20	20	19	20	20	19	20	20
Experience of Project Team/Ability to Commit Resources	22	25	23	23	25	23	21	25	18
Methodology/Experience/Availability of Project manager	18	20	18	18	20	16	18	20	18
Understanding of Project/Similar Projects	20	24	25	23	19	25	21	24	25
Familiarity with Applicable Rules & Regulations	8	10	10	9	10	10	8	10	10
TOTALS	87	99	96	92	94	94	87	99	91
AVERAGES	282÷3=94			280÷3=93.33%			277÷3=92.33%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	2
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		87

Firm/Participant's Name: DOS Logistics, Inc

Evaluator: Mardoqueo Hinojosa Department: City of Weslaco Planning

Project Name: Water and Sewer Line Replacement Date: 10-31-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to be more responsive		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets All Criteria		TOTAL 10
	Total Score	99

Firm/Participant's Name: DOS Logistics, Inc

Evaluator: Melanie Barco Department: Urban County Program

Project Name: Water and Sewer Line Replacement Date: 11/13/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria,		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included in SOQ; meets criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: appendix not included; firm meets criteria		TOTAL 18
firm has performed various projects with Hidalgo County		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Firm/Participant's Name: Dos Logistics, Inc.

Evaluator: Oscar Garza Department: Purchasing Dept

Project Name: City of Weslaco W/S Improvements Date: 10/10/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

NOV - 7 2013

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 9
Total Score		92

Firm/Participant's Name: LeFevre Engineering

Evaluator: Mardoqueo Hinojosa Department: City of Weslaco Planning

Project Name: Water and Sewer Line Replacement Date: 10-31-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Meets most criteria, but needs to be more clear and responsive, not well organized		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		94

Firm/Participant's Name: LeFEVRE Engineering

Evaluator: Antonio Barco Department: Urban County Program

Project Name: Water and Sewer Line Replacement Date: 11/13/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: appendix not included		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		94

Firm/Participant's Name: LeFevre Environmental & Management Consultant

Evaluator: [signature] Department: Purchasing Dept

Project Name: City of Weslaco W/S Improvements Date: 10/10/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	16
➢		
Comments/Rationale For Points:		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		87

Firm/Participant's Name: TEDSI Infrastructure Group

Evaluator: Mardoqueo Hinojosa Department: City of Weslaco Planning

Project Name: Water and Sewer Line Replacement Date: 10-31-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, need more clarification on identifying information to be gathered		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		99 mb

Firm/Participant's Name: TEDSI Infrastructure Group

Evaluator: Alonso Barco Department: Urban County Program

Project Name: Water and Sewer Line Replacement Date: 11/13/13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. **Professional Qualifications of Project Team** (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. **Experience of Project Team/Ability to Commit Resources** (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	2
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: No appendix form included as required; not clear with project composition and reporting responsibilities for proposed project		TOTAL 18
3. **Methodology/Experience/Availability of Project Manager** (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Firm meets Criteria and has performed various projects with Hidalgo County, no appendix included as required in SOQ		TOTAL 18
4. **Understanding of Project/Similar Projects** (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. **Familiarity with Applicable Rules and Regulations** (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm is familiar with Rules & Regulations meets criteria		TOTAL 10
Total Score		91

Firm/Participant's Name: TEDSI Infrastructure Group

Evaluator: [signature] Department: Purchasing Dept

Project Name: City of Weslaco W/S Improvements Date: 10/10/13

AI-41831 **Head Start 16. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

2014 Office of Head Start Monitoring Protocol Review Questions

BACKGROUND

Policy Council Approval: November 20, 2013

Attachments

Protocol Review Questions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/14/2013 04:15 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Linda Galaviz Started On: 11/14/2013 11:01 AM

Final Approval Date: 11/22/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 20, 2013

SUBJECT: Presentation/Discussion of 2014 Office of Head Start Monitoring Protocol Review Questions

RATIONALE/NEED: The Office of Head Start 2014 Governance Protocol Questions will be presented and discussed.

RECOMMENDATION: N/A

COST: N/A

RELATED INFORMATION INCLUDES: Office of Head Start 2014 Governance Protocol Questions

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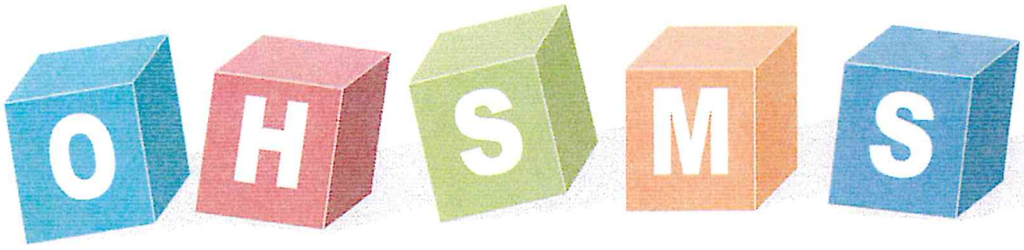
INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores



FY 2014 Office of Head Start Monitoring Protocol

September 27, 2013

Program Governance Introduction

Program Governance (GOV) is designed to assess the level in which grantees implement governance practices that ensure effective oversight of program operations by the governing body and active participation in decision-making by the Policy Council. Head Start programs must ensure that governing board and Policy Council are composed of the required members. Members of both groups must receive training necessary to fulfill their responsibilities, including the opportunity to analyze reports designed to inform decisions regarding program planning, assessment, design, and overall operations. By monitoring Program Governance, the OHS is better able to ensure that programs establish practices to ensure effective oversight and informed decision-making.

Key Indicators of Program Performance

Structure and Participation

The program has the required structure and process in place to promote full participation of the governing body and Policy Council.

Roles, Responsibilities, and Training

The governing body and Policy Council fulfill all of their responsibilities to ensure the effective oversight of the program.

Reporting to Governing Body and Policy Council

The program provides all of the required reports to the governing body and Policy Council to ensure they have the necessary information to make decisions and provide effective oversight of the program.

Program Governance

Program Governance Key Indicator #1—Structure and Participation

The program has the required structure and process in place to promote full participation of the governing body and the Policy Council.

	Compliance Measures	***Federal Regulations***
1.1	The program has a governing body composed of: • At least 1 member with background and expertise in accounting or Fiscal management • At least 1 member with background and expertise in Early Childhood Education and Development • At least 1 member who is a licensed attorney familiar with the issues that come before the governing body • Additional members who reflect the community, including parents of formerly or currently enrolled Head Start/Early Head Start children • Other members selected for their expertise in education, business administration, or community affairs If no individual meets the qualifications of Fiscal Management/Accounting or Early Childhood Education and Development expertise or is a licensed attorney, the program is to use a consultant or other individual with relevant expertise and qualifications.	642(c)(1)(B)(i) 642(c)(1)(B)(ii) 642(c)(1)(B)(iii) 642(c)(1)(B)(iv) 642(c)(1)(B)(vi)
1.2	The program has established a Policy Council elected by parents of currently enrolled children, whose membership is composed of a majority of parents of children currently enrolled in the program as well as members of the community served by the Head Start agency. *Note: Applies to grantees only*	642(c)(2)(B)(i) 642(c)(2)(B)(ii)(I) 642(c)(2)(B)(ii)(II)

Targeted Questions

Governing Body—Interview

- Ask the governing body to describe the composition of its membership and share documentation that confirms membership and oversight responsibilities for each of the required content areas. Does the governing body have all of the following?
  - At least 1 member with Fiscal/accounting background and expertise
  - At least 1 member with early childhood education and development background and expertise
  - At least 1 member who is a licensed attorney

- Members who reflect the community served, including parents of children who are currently or were formerly enrolled in Head Start programs

If the composition of the governing body does not include individuals with the required qualifications, describe whether the program uses consultants or other individuals with relevant expertise and qualifications.

GOV1.1

Targeted Questions

Policy Council—Interview

▶ Ask the Policy Council to describe the composition of its membership and share relevant documentation that confirms that the Policy Council has the appropriate composition and members are elected.

Does the Policy Council membership meet the following requirements?

- At least 51 percent of the members are parents of children currently enrolled in the Head Start program (including delegate agencies).
- At least one member is from the at-large community served by the program or any delegate agency.
- Members are elected by parents of children currently enrolled in the program.

Ask the program to provide the documents needed and review them with you to confirm the Policy Council's membership.

GOV1.2

Program Governance Key Indicator #2—Roles, Responsibilities, and Training

The governing body and the Policy Council fulfill all their responsibilities to ensure the effective oversight of the program.

	Compliance Measures	***Federal Regulations***
2.1	Members of the governing body and the Policy Council receive appropriate training and technical assistance to ensure that they understand the information they receive and can provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency. *Note: Applies to grantees only*	642(d)(3)
2.2	The governing body is responsible for required activities and makes decisions pertaining to program administration and operations, including selecting delegates and service areas; establishing procedures and criteria for recruitment, selection, and enrollment; reviewing all applications for funding; and establishing procedures for selecting Policy Council members.	642(c)(1)(E)(iv)(I) 642(c)(1)(E)(iv)(II) 642(c)(1)(E)(iv)(III) 642(c)(1)(E)(iv)(VI)
2.3	The governing body exercises Fiscal and legal responsibility and oversight and reviews and approves all major program policies.	642(c)(1)(E)(iv)(V)(aa) 642(c)(1)(E)(iv)(V)(bb) 642(c)(1)(E)(iv)(V)(cc) 642(c)(1)(E)(iv)(VII)(aa) 642(c)(1)(E)(iv)(VII)(bb) 642(c)(1)(E)(iv)(VII)(cc) 642(c)(1)(E)(iv)(VII)(dd) 642(c)(1)(E)(iv)(VIII) 642(c)(1)(E)(iv)(IX)
2.4	The Policy Council approves and submits decisions about identified program activities to the governing body. *Note: Applies to grantees only*	642(c)(2)(A) 642(c)(2)(D)(i) 642(c)(2)(D)(ii) 642(c)(2)(D)(iii) 642(c)(2)(D)(iv) 642(c)(2)(D)(v) 642(c)(2)(D)(vi) 642(c)(2)(D)(vii) 642(c)(2)(D)(viii)

Targeted Questions

Policy Council—Interview

- Ask the program to provide you with documentation of Policy Council training, (e.g., Policy Council meeting agendas and minutes), which you will review with staff while discussing this item.

  Ask the Policy Council to describe the training they received and provide examples of how the training has helped them make decisions about the Head Start program.

  GOV2.1

Governing Body—Interview

- Ask the program to provide you with documentation of governing body training, (e.g., governing body meeting agendas and minutes), which you will review with staff while discussing this item.

  Ask the governing body to describe the training received and provide examples of how the training has helped them make decisions about the Head Start program.

  GOV2.1

Targeted Questions

Governing Body—Interview

- Ask the governing body to explain their role in program planning and to provide specific examples. Did the governing body play a role in:
  - Establishing procedures and criteria for recruiting, selecting, and enrolling children
  - Selecting delegate agencies, as appropriate
  - Developing procedures for selecting Policy Council members
  - Reviewing applications for funding and amendments to applications for funding

  GOV2.2

Targeted Questions

Governing Body—Interview

- Ask the governing body how it ensures the financial health and well-being of the program and the Fiscal integrity of the agency.

Based on the response of the governing body, do they assume responsibility for the following:

- All major financial expenditures of the agency
- The operating budget of the agency
- The selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors to report all critical accounting policies and practices to the governing body
- The financial audit
- The agency's progress in carrying out the programmatic and Fiscal provisions in its grant application, including implementation of corrective actions
- Monitoring of the agency's actions to correct any audit findings and other actions necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices

GOV2.3

▶ Ask the governing body members to describe their level of involvement with the following required approval processes.

Did the governing body review and approve the following?

- The annual Self-Assessment
- Personnel policies of the agency regarding the hiring, evaluation, termination, and compensation of agency employees
- Results from monitoring conducted under section 641A(c), including appropriate follow-up activities
- Personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position within the agency

GOV2.3

Targeted Questions

Policy Council—Interview

▶ Ask the Policy Council members to describe their involvement in and provide examples of decisions made in the areas listed below.

Is the Policy Council actively involved in the following?

- Activities to support the active involvement of parents in supporting program operations, including policies to ensure that the Head Start program is responsive to community and parent needs
- Program recruitment, selection, and enrollment priorities
- Applications for funding and amendments to applications for funding
- Budget planning for program expenditures, including policies for reimbursement related to and participation in Policy Council activities
- Developing by-laws for the operation of the Policy Council
- Program personnel policies and decisions regarding the employment of program staff consistent with 642(c)(1)(E)(iv)(IX) and including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff
- Developing procedures for how members of the Policy Council of the Head Start program are elected
- Providing recommendations on the selection of delegate agencies and the service areas for such agencies
- Program design and operations
- Planning goals and objectives

GOV2.4

Program Governance Key Indicator #3–Reporting to Governing Body and Policy Council

The program provides all of the required reports to the governing body and the Policy Council to ensure they have the necessary information to make decisions and provide effective oversight of the program.

	Compliance Measures	***Federal Regulations***
3.1	Governing body and Policy Council members regularly receive and use information or reports about program planning, policies, and operations, including: • Monthly financial statements (including credit card expenditures), program information summaries, program enrollment reports(including attendance reports for children whose care is partially subsidized by another public agency), and reports of meals and snacks provided through USDA programs • The annual financial audit, Self-Assessment (including findings related to such assessment), and Program Information Report (PIR) • The community-wide strategic planning and needs assessment (the Community Assessment) of the Head Start agency, including applicable updates • Communication and guidance from the Secretary *Note: Applies to grantees only. Single or multiple reports may be used to capture the information listed above.*	642(d)(2)(A) 642(d)(2)(B) 642(d)(2)(C) 642(d)(2)(D) 642(d)(2)(E) 642(d)(2)(F) 642(d)(2)(G) 642(d)(2)(H) 642(d)(2)(I)

Targeted Questions

Policy Council—Interview

▶ Ask the Policy Council how often they receive the reports listed below. Discuss whether the reports provided to the Policy Council contain the information needed to provide effective oversight.

Document whether the Policy Council receives the following reports as often as required:

Annual reports

- The financial audit
- The Self-Assessment, including any related findings
- Program Information Report (PIR)

Monthly Reports

- Financial statements, including credit card expenditures (if the program uses credit cards)
- Program information summaries

- Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency
- Reports of meals and snacks provided through programs of the U.S. Department of Agriculture (USDA)

Additional reports

- Every 3 years, the community-wide strategic planning and needs assessment (Community Assessment) of the Head Start agency
- Applicable current updates from the Secretary (i.e., Program Instructions, Information Memoranda, etc.)

Ask the members whether the reports they received contributed useful and timely information that support the Policy Council's decision-making. If the reports are of poor quality and cannot be used by the Policy Council, capture that in your notes.

GOV3.1

Governing Body—Interview

▶ Ask the governing body how often they receive the reports listed below. Document whether the governing body receives the following reports as often as required.

Annual reports

- The financial audit
- The Self-Assessment, including any related findings
- Program Information Report (PIR)

Monthly Reports

- Financial statements, including credit card expenditures (if the program uses credit cards)
- Program information summaries
- Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency
- Reports of meals and snacks provided through programs of the US Department of Agriculture (USDA)

Additional reports

- Every 3 years, the community-wide strategic planning and needs assessment (Community Assessment) of the Head Start agency
- Applicable and current updates from the Secretary (i.e., Program Instructions, Information Memoranda, etc.)

GOV3.1

AI-41815 **Head Start** **16. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) - (Commissioner Hector "Tito" Palacios"

BACKGROUND

Attachments

Community Representative

Community Representative

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/14/2013 04:15 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Linda Galaviz Started On: 11/13/2013 04:28 PM

Final Approval Date: 11/22/2013

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

Performance Standard 1304.50(b)(1) — (b)(7)

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Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

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(coninued, next page...)

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Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-41804 **Head Start 16. C.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Revision/Approval of the 2013-2014 Training and Technical Assistance Plan and Calendar - Policy Council and Grantee Board

BACKGROUND

Policy Council Approval: November 20, 2013

Attachments

T-TA Calendar PC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/14/2013 04:14 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Linda Galaviz Started On: 11/13/2013 02:22 PM

Final Approval Date: 11/22/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 20, 2013

SUBJECT: Discussion/Revision/Approval of the 2013-2014 Training and Technical Assistance Calendar - Policy Council and Grantee Board

RATIONALE/NEED: A Training and Technical Assistance Calendar for Policy Council sessions has been drafted for your review and approval. Sessions will also be offered to Grantee Board members and/or representatives.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Calendar

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Training and Technical Assistance Calendar
2013-2014
Policy Council and Grantee Board

JULY 2013	AUGUST 2013	SEPTEMBER 2013	OCTOBER 2013
	- Budget Development Process	- Parent Leadership Conference - Training and Technical Assistance Plan Orientation	- Governance Leadership Institute - Administrative Plan Orientation - Review of Children's Applications - Committees' Training
NOVEMBER 2013	**DECEMBER 2013**	**JANUARY 2014**	**FEBRUARY 2014**
- Managements Systems: Human Resources Communication Personnel Committee Orientation	- Management System: On-Going Monitoring	- Management System: Self-Assessment	- Management System: ERSEA
MARCH 2014	**APRIL 2014**	**MAY 2014**	**JUNE 2014**
- Management System: Record-Keeping and Reporting	- Management System: Fiscal Facilities	- Management System: Program Planning	

AI-41801 **Head Start** **16. D.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: November 20, 2013

Attachments

Obsolete Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/14/2013 04:14 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Linda Galaviz Started On: 11/13/2013 02:17 PM

Final Approval Date: 11/22/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 20, 2012

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

****

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Tores

Hidalgo County Head Start Program
Memorandum

Date:	November 13, 2013
To:	Edmundo Garcia, Assistant Program Director
From:	Oscar Palacios, Field Operation Director
Subject:	Surplus for Auction
C. C.	Teresa Flores, Executive Director Elma Keller, Chief Financial Officer

After review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration an approval of the Policy Council, a comprehensive list of items that have been determined to obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and/or unacceptability under State Licensing regulations.

After authorization by the Policy Council, I will transfer these items to the county to be placed on the next scheduled auction, December 11, 2013.

Attachments:
Inventory Auction list
Asset Transfer form (for vehicles)

Dec. 2013 Auction List

Description	Inventory Tag #	Serial/Model #	Qty
ELECTRONICS			
Sony CD-Radio Player		CFD5350	8
Coby CD-Radio Player		CD250	8
Califone CD-Radio Player		1776	5
Califone Record Player		1010AV	15
Califone Tape Recorder	11065	DG280390	1
Memorex CD-Radio Player		MP3142	2
Naxa CD-Radio Player		NX212	6
Panasonic CD-Radio Player		WJ6JF001227R	1
Panasonic Tape Recorder		RQ2102	1
MP3 Player		RX D29	5
Emerson CD-Radio Player		PD6537PL	2
Audiovox CD-Radio Player		CDP 1386	1
Audio recorder w/6 headphones		3132AV	1
Audio Communicator	11111	C681	1
Dukane Overhead Projector	1586	622	1
Sanyo VCR		VWM90024447392	1
Orion VCR		VR213	1
Avis VCR		926681014	1
Avis VCR		B15NLOZV	1
Canon Calculator		P-170-DH	1
Canon Calculator	2712	MP24D	1
Pitney Bowles Postage Meter		N600	1
Laminator		02-02-0090	1
Laminator		SHO3980G	1
Laminator		BA-EZ2711-S-AFT26048	1
Television set - Sharp 19#		336388 PF	1
Television set - Orion		05320123661-A	1
Paper shredder	16988	SPL 1506X	1
Canon Fax		H12425	1
Translucent Vision/Eye Chart	10741	C30259	1

APPLIANCES			
Refrigerator			4
GE Compact Refrigerator	2751	VR104724	1
3-Compartment Sink			1
Upright Scale	15833	Seca	1
Vacuum Cleaner	19209	Hoover	1
Vacuum Cleaner	4111	Electrolux	1
Soap Dispensers			180
Mop bucket with wringer			6
Wall Mount Water Fountain		WM8A-1016396448L6	1
40 Gal.Ruud Electric Water Heater		RU-1105224888	1
FURNITURE			
Executive Chair			8
Exec. Desk w/Wooden Drawer			2
Secretary Chair		KC-Q606496	1
Small Executive metal desk			1
Small round table			4
Small Rectangular Table		6CH-183/01-3586	1
30"x60"x26" Trapezoidal Table			4
36"x36" Small round Table		HEW-6CH-124-0509	1
24"x30" Table			2
24"x36" Table			1
24"x48" Table			2
30"x48" Table		6CH-183/01-3010	2
30"x60" Table			1
24"x36" Table Top			1
24"x48" Table Top			2
30"x48" Table Top			6
60"x30" Table Top			1
Computer Table w/wheels	8754		2
Food Carts	16203	6CH-183/01-2156	2
Record Player Storage Unit			1
Book Rack			1
Adult Chairs			21
Childrens Chairs			34
Childrens Cots			26
Easels			8
2-Drawer Filing Cabinet			1
2-Door Storage Metal Cabinets			13
2-shelf Metal Cabinet	9480		1
4-Drawer Metal Filing Cabinet	3883		1
30"x5' Shelves			22
Locker Units			23

CHILDRENS FURNITURE			
Wooden Work Bench			3
Wooden Telephone Booths			4
Wooden Stove/Sink Kitchen Units			4
Wooden Kitchen Sink			1
Wooden Kitchen Stove	14442		1
Wooden Kitchen Regrigerators			9
Wooden Kitchen Hutch			1
Wooden Doll High Chairs			9
Wooden Rocking Chairs			7
Wooden Doll Beds			5
Wooden Ironing Boards			6
TOYS			
Metal Tricycle	6174		1
Handicap See Saw			1
Tube Crawler			1
Saddle Mate			1
Large Plastic Little Tikes Funhouse			1
AUTOMOTIVE			
1995 BUS #2 - MILEAGE 187788	2822	INTERNATIONAL	1
1997 TRUCK #55 - MILEAGE 254845	1041	GMC	1
Bus Tires			13
Van Tires			7
LAWN EQUIPMENT			
Toro Push Lawn Mower		021038200651	1
Push Yard Machine		043033551972	1

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
CONTINUATION PAGE

DEPARTMENT NAME	DEPT. NO.	LOCATION
TRANSFER TO: SURPLUS	1601	Page 1 of 1
TRANSFER FROM: HIDALGO COUNTY HEAD START		

CONTACT INFORMATION:

NAME OSCAR PALACIOS PH: 383-0706 E-MAIL: oscar.palacios@hchsp.org
FAX NO 380-4180

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.		COST	P/U	LOC
11	1995 INTERNATIONAL	2822	1HVBBABM5SH699651	B					
12	(BUS 2)								
13	1997 GMC PICKUP TRUCK	1041	1GTEC14R8VZ503547	B					
14	(UNIT 55)								
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									

JUSTIFICAITON FOR TRANSFER: Beyond repair

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
Contact Person	Oscar Palacios		11-5-13
Person receiving Item(s)			

FIXED ASSET DIVISION USE ONLY

FROM		TO	
DEPT NO.		DEPT. NO.	
AMOUNT:		AMOUNT	

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial Date

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78 EFFECTIVE DATE: 02/02/09

AI-41802 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Financial Guarantee
a. Vista Ridge Acres Phase IV – Pct. 1 (Landco.)

BACKGROUND

Attachments

Vista Ridge Acres 4; reimburse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/13/2013 03:32 PM
Manuel Chapa	Manuel Chapa	11/18/2013 10:19 AM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Nora Cavazos Started On: 11/13/2013 02:21 PM

Final Approval Date: 11/22/2013

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 13, 2013

RE: VISTA RIDGE ACRES PHASE IV SUBDIVISION – PCT. 1

ON OCTOBER 2, 2013, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF FORTY THOUSAND FIVE HUNDRED DOLLARS (40,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SEVEN (27) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $40,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWENTY SEVEN (27) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY SEVEN (27) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $40,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$40,500.00
1ST REIMBURSEMENT	$40,500.00
BALANCE REMAINING	$ 0

Hidalgo County Planning Department

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Planning Administrator

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HIDALGO COUNTY PLANNING DEPARTMENT

Date Aug 20 13

Received of: landco $40,500.00

forty thousand five hundred + 00/100 Dollars

Subdivision Vista Ridge IV

Cash _____ Check # 31753 M.O. # _____

Received by: Jan E. Castillo

- UTILITY CERTIFICATE REVIEW FEE
  Acct # - 1100-341-30-210-003-0-000
  Permit No. _____
  TOTAL

- SUBDIVISION FEES
  Acct # - 1100-341-30-210-003-0-000
  Filing/Review Fee _____
  2% Inpsection Fee _____
  Maps _____
  Subd. Rules Book _____
  Other _____
  TOTAL

- ESCROW
  Acct # - 1100-341-30-210-003-0-000
  1/3 Paving
  Septic Tank - $ 40,500.00
  Other
  TOTAL 41,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 68859 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

LANDCO
(956) 318-0956
2614 W. FREDDY GONZALEZ DR.
EDINBURG, TX 78539-7351

FIRST NATIONAL BANK
EDINBURG, TX 78539
88-2141/1149

31753

9/6/2013

PAY TO THE ORDER OF HIDALGO COUNTY. $ **40,500.00

Forty Thousand Five Hundred and 00/100********** DOLLARS

TAMPER RESISTANT TONER AREA

HIDALGO COUNTY.

MEMO Vista Ridge IV Deposit- 27 Septic Tanks

Jack McClelland

⑈031753⑈ ⑆114921451⑆ ⑈0014008645⑈

© 2011 INTUIT INC. # 1672 1-800-433-8810

Hidalgo County Planning Department

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Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT

November 07, 2013

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: VISTA RIDGE NO. 4

Dear Mr. Sesin:

According to our records 27 septic tanks systems for Vista ridge No. 4 Subdivision located at FM 88 and Mile 19 Weslaco, TX. Have been installed and inspected and can be expected to function satisfactory.

Sincerely,

Elizardo Ramos J

Elizardo "Chardo" Ramos
Environmental Health
Division Manager

CR/mm

AI-41932 **Precinct #2 18. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Comm Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of interlocal agreement between the City of Pharr and the County of Hidalgo, Tx to install check valves inside a storm sewer pipe in the City in which storm sewer pipe empties into the South Floodwater Channel for the South Fork Drain Project.
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 Pharr in the installation of check valves inside a storm sewer pipe in the city for the South Fork Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

South Fork Drain Project is being funded through a Grant received by Urban County from the Texas General Land Office. Precinct #2 will not be contributing any funds for the installation of the check valves.

No budgetary impact to the county.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/21/2013 04:53 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Erika Zamora Started On: 11/21/2013 02:38 PM

Final Approval Date: 11/22/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF PHARR, TEXAS

This Agreement is made effective this the 26th day of November, 2013 , by and between Hidalgo County for itself and on behalf of the Hidalgo County Urban County Program ("Hidalgo County"), hereinafter sometimes collectively referred to as "Hidalgo County" and City of Pharr, Texas , hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Urban County received a Grant from the Texas General Land Office for non-housing assistance, a portion of which will be utilized for the South Fork Drain Project;

WHEREAS, South Fork Drain Project contains installation of check valves inside a storm sewer pipe of City which storm sewer pipe empties into the South Floodwater Channel, a part of the South Fork Drain Project (the "Project");

WHEREAS, Hidalgo County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Hidalgo County and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Hidalgo County agrees to provide all third party engineering, services, labor and material to install check valves in City's storm sewer pipe within City between Jackson Road and Veterans Boulevard also known as I Road.

2. Urban County agrees to contribute the sum of One Hundred Eighty Three Thousand Seven Hundred and Eight and no/100ths dollars ($183,708.00) to the Project.

3. Hidalgo County acting by and through Precinct 2, and without utilizing any funds from Urban County hired at its sole cost and expense through a separate agreement a licensed engineer to prepare any and all necessary plans and specifications needed to complete the Project and Hidalgo County shall be responsible for and pay such engineer.

4. Hidalgo County makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.

5. The City consents to County providing a share of costs for materials and performing labor within the corporate limits of City.

6. Hidalgo County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project not specifically agreed to herein to be undertaken by or paid for by City or Urban County.

7. Hidalgo County agrees to conform to its own applicable purchasing laws, regulations, policies, and under this Agreement.

8. Upon completion of the Project City shall maintain and operate the Project.

9. **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 and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

10. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement.** This Agreement contains the entire 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 Hidalgo County and City, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return

receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County: Hidalgo County
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

If to City: City of Pharr
Attention: Leopoldo "Polo" Palacios, Jr., Mayor
118 S. Cage Blvd.
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.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Assignment.** This Agreement shall not be assignable.

17. **Headings.** The 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 or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

19. **Authority to Execute.** The execution and performance of this Agreement by City and Hidalgo 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 Hidalgo County in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will

pay for such services out of current revenues available to the paying party as herein provided.

21. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF PHARR

Leopolodo "Polo" Palacios, Mayor

ATTEST:

for Sonia H. Padron, Asst.
City Secretary

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 project to provide check valves in a City of Pharr storm sewer as part of the South Fork/ South Floodwater Channel partially using grant funds from the Texas General Land Office through the Hidalgo County Urban County Program (the "Project"); through an Interlocal Cooperation Agreement to be entered by and between Hidalgo County and the City of Pharr.

By vote on November 26, 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-41874 **Budget and Management 19. A.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Co. Treasurer **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and authorization to maintain TCDRS plan provisions for Plan Year 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Authorization Form for Plan Year 2014

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/22/2013 08:11 AM
Budget & Management	Obdett Calzada	11/22/2013 10:34 AM
Obdett Calzada	Obdett Calzada	11/22/2013 04:22 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Ivan Cantu Started On: 11/19/2013 09:14 AM

Final Approval Date: 11/22/2013

Hidalgo County, #207

Authorization to maintain TCDRS plan provisions

Plan Year 2014

With respect to the participation of Hidalgo County in the Texas County & District Retirement System (TCDRS) for the 2014 plan year, the following order was adopted:

1. Hidalgo County makes no change in the plan provisions for non-retirees.

* 2. With respect to benefit payments being paid to retirees or their beneficiaries, Hidalgo County **(check one box):**

- [x] does not adopt a cost-of-living adjustment (COLA).
- [ ] adopts a ____% CPI-based COLA.
- [ ] adopts a ____% flat-rate COLA.

* 3. The required employer contribution rate for Plan Year 2014 will be the following:

(a) Required rate without COLA:		10.89%
(b) COLA rate:	+	0 (enter 0 if not adopting a COLA)
(c) **Total required rate** (a + b):	=	10.89%

* 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Hidalgo County adopts for Plan Year 2014 **(check one box)**:

- [x] the **total required rate** listed above.
- [ ] add a new elected rate of _____%.

5. In the event the 2014 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Hidalgo County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Hidalgo County in TCDRS for Plan Year 2014 truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2013, by the Commissioners Court of Hidalgo County as such action is recorded in the official minutes.

_____

Authorized Signature, County Judge of Hidalgo County

_____

Printed Name

Dated: _____

** Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.*

AI-41808 **Budget and Management 19. B.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDOT:
1. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for FM 1925 from Kenyon Road to FM 907 - CSJ: 1803-02-028

2. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for FM 1925 from 10th Street to McColl Road - CSJ: 1803-01-092

3. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for North Alamo Road from FM 1925 to 0.5 mile North - CSJ: 0921-02-311

4. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for 11st Street - 0.70 miles East of FM493 at Drainage Ditch - CSJ: 0921-02-304

5. Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for Chapin Road-0.25 miles East of FM 2061 at Drainage Ditch - CSJ: 0921-02-305

BACKGROUND

Only Affidavit must be signed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - EDC Application Only.

Attachments

FM1925(10th-McColl)
FM1925(Kenyon-FM907)
N Alamo
11 Street
Chapin Rd

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	11/22/2013 10:39 AM
Budget & Management	Obdett Calzada	11/22/2013 10:42 AM

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 7, 2013

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
FM 1925 from 10th Street to McColl Road
CSJ: 1803-01-092

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in pursuing this project and would like to apply for the EDC reduction, complete the affidavit and return to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Margil Maldonado, P.E., Project Manager
Project File

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	1803-01-092
ESTIMATED LETTING DATE	March-22

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 1925 from 10th Street to McColl Road

PROJECT SCOPE- Give type of work.

Widen to 4 lane

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployement and povery rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 89

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$632,954.00	10%	$63,295.40	$6,962.49
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL	$632,954.00		$63,295	$6,962

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

FY 2014 EDCP

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 7, 2013

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
FM 1925 from Kenyon Road to FM 907
CSJ: 1803-02-028

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in pursuing this project and would like to apply for the EDC reduction, complete the affidavit and return to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Margil Maldonado, P.E., Project Manager
Project File

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo

APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	1803-02-028
ESTIMATED LETTING DATE	October-17

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 1925 from Kenyon Road to FM 907

PROJECT SCOPE- Give type of work.

Widen to 4 lane divided urban

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployement and povery rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 89

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$790,000.00	10%	$79,000.00	$8,690.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL	$790,000.00		$79,000	$8,690

Approved by: _____ Date: _____

Texas Department of Transportation

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

FY 2014

EDCP

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 7, 2013

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
North Alamo Road from FM 1925 to 0.5 miles North
CSJ: 0921-02-311

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in pursuing this project and would like to apply for the EDC reduction, complete the affidavit and return to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Margil Maldonado, P.E., Project Manager
Project File

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo

APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0921-02-311
ESTIMATED LETTING DATE	October-17

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

On North Alamo Road, from FM 1925 to 0.5 miles North

PROJECT SCOPE- Give type of work.

New location 2 lane rural roadway

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployement and povery rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 89

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Construction	$703,040.00	20%	$140,608.00	$15,466.88
Construction Engineering	$101,941.00	20%	$20,388.20	$2,242.70
			$0.00	$0.00
			$0.00	$0.00
TOTAL	$804,981.00		$160,996	$17,710

Approved by: _____ Date: _____

Texas Department of Transportation

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

RECEIVED
NOV 15 2013
COUNTY JUDGE

November 7, 2013

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
11th Street - 0.70 miles East of FM 493 at Drainage Ditch
CSJ: 0921-02-304

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in pursuing this project and would like to apply for the EDC reduction, complete the affidavit and return to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Griselda Saldivar, P.E., Project Manager
Project File

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo

APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-304
ESTIMATED LETTING DATE	February-16

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

On 11th St, .70 Mi E of FM 493 at Drainage Ditch

PROJECT SCOPE- Give type of work.

Replace bridge and approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployement and povery rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 89

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$85,000.00	10%		$8,500.00	$935.00
Construction	$425,000.00	10%		$42,500.00	$4,675.00
Construction Engineering	$42,500.00	10%		$4,250.00	$467.50
				$0.00	$0.00
TOTAL	$552,500.00			$55,250	$6,078

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 7, 2013

RECEIVED
NOV 15 2013
COUNTY JUDGE

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
Chapin Road, 025 miles East of FM 2061 at Drainage Ditch
CSJ: 0921-02-305

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in pursuing this project and would like to apply for the EDC reduction, complete the affidavit and return to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Griselda Saldivar, P.E., Project Manager
Project File

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:
# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
# 2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-305
ESTIMATED LETTING DATE	February-16

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

On Chapin Road, 0.25 Mi E of FM 2061 at Drainage Ditch

PROJECT SCOPE- Give type of work.

Replace bridge and approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployement and povery rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 89

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$130,000.00	10%		$13,000.00	$1,430.00
Construction	$650,000.00	10%		$65,000.00	$7,150.00
Construction Engineering	$65,000.00	10%		$6,500.00	$715.00
				$0.00	$0.00
TOTAL	$845,000.00			$84,500	$9,295

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

AI-41842 **Budget and Management 19. C. 1.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Sergio Cruz, HC Budget Officer **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

JAG Grant (1282):
Approval of appropriation of the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the total amount of $56,980.00.

BACKGROUND

REFERENCE:
Award# 2013-DJ-BX-0199 Grant Period 10/1/12 thru 9/30/16

AI#38342 CC 6-04-13 To apply for grant
AI#39054 CC 6-18-13 Public Hearing & Discussion... on Program application, strategies, narratives etc.
AI#40406 CC 09/17/2013 Acceptance of award by Hidalgo County
AI#41654 CC 11/19/2013 Approval of salary schedule

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 3-1282-412-00-115-047-6-XXX

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

BUDGETARY IMPACT:

SEE ATTACHED APPROPRIATION OF FUNDS.

County Fiscal/ Calendar year: 3
Grant Account Fiscal year: 6

State (grant) Fiscal Year: 2013
PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016
BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016

Attachments

backup for reference only

Appropriation

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	11/15/2013 01:30 PM
Budget & Management	Obdett Calzada	11/15/2013 02:01 PM
Obdett Calzada	Obdett Calzada	11/22/2013 04:30 PM
Auditor's Office	Obdett Calzada	11/22/2013 04:38 PM
Obdett Calzada	Obdett Calzada	11/22/2013 04:45 PM

Purchasing Department Marty Salazar 11/22/2013 04:50 PM

Form Started By: Rosie Cantu Started On: 11/14/2013 04:00 PM

Final Approval Date: 11/22/2013

FOR REFERENCE ONLY

AI-40406 **Budget and Management** **18. A.**
CC REGULAR
Meeting Date: 09/17/2013
Submitted For: Auxiliary Court **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION
FY 2013 Jag grant (1282):
1. Approval to accept the FY 13 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $56,980.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 13 Edward Byrne Memorial Justice Assistance Grant award (JAG).

BACKGROUND
FY 13 Jag funds will cover salaries, fringe benefits, and other allowances (Bailiff and Court Coordinator - Auxiliary Court) for approximately 5.47 months.

The award should be signed by the authorized grantee official (County Judge). The authorized grantee official should also initial each page of Special Conditions (bottom right corner). Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2013-DJ-BX-0199 Grant Period 10/1/12 thru 9/30/16

Reference:
AI#38342 6-04-13 To apply for grant
AI#39054 6-18-13 Public Hearing & Discussion... on Program application, strategies, narratives etc.

Approval of appropriation and salary schedule to be brought to Commissioners Court next week 09/24/13.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 3-1282-412-00-115-047-6-XXX
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO
BUDGETARY IMPACT:

Upon appropriation of funds the revenue account will be as follows:
3-1282-331-11-115-047-6-000 Justice Assistance Grant - Revenue

County Fiscal/ Calendar year: 3
Grant Account Fiscal year: 6

State Fiscal Year: 2013
PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016
BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016

No local cash match required.

Attachments

Award documents
email from DOJ - award
Certification of Revenue

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/29/2013 08:28 AM
Rosalinda Cantu	Rosie Cantu	09/13/2013 03:52 PM
Budget & Management	Obdett Calzada	09/13/2013 04:18 PM
Purchasing Department	Monica Badillo	09/13/2013 06:16 PM

Form Started By: Manuel Chapa Started On: 08/27/2013

Final Approval Date: 09/13/2013

DATE: November 15, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

AI#41842

DEPARTMENT NAME: Dept of Budget & Mgmt for Auxiliary Court / Justice Assitance Grant (JAG) Fund (1282)

ACCOUNT NUMBER: 3-1282-412-00-115-047-6-XXX (Jag Grant

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1282-412-00-115-047-6-113	JAG-Salaries - F/T Employees	47,730.00
3-1282-412-00-115-047-6-115	JAG-Longevity Pay	720.00
3-1282-412-00-115-047-6-220	JAG-FICA	3,706.43
3-1282-412-00-115-047-6-230	JAG-Retirement	4,465.03
3-1282-412-00-115-047-6-250	JAG-Unemployment Compensation	276.17
3-1282-412-00-115-047-6-260	JAG-Worker's Compensation	82.37
	TOTAL APPROPRIATION	**56,980.00**
3-1282-331-11-115-047-6-000	Justice Assistance Grant - Revenue	56,980.00
	TOTAL REVENUE	**56,980.00**
	TOTAL BUDGET INCREASE (DECREASE)	**56,980.00**

REASON: To appropriate the FY 2013 Edward Byrne Justice Assistance Grant (JAG) Program award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-41914 **Purchasing Department 20. A. 1.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Change Directive No. 1 in connection with the "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building" from contracted vendor, D. Wilson Construction Company, and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Proposed Construction Change Directive in the amount of $8,151.00 will have no Budgetary Impact on P.O. #698457 as originally proposed, funding is through allowance.

Attachments

Change Directive

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2013 05:02 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Rocio Villarreal Started On: 11/20/2013 04:22 PM

Final Approval Date: 11/22/2013

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
Hidalgo County Remodel Old Admin Bldg
100 E Cano
Edinburg, Texas 78539

TO CONTRACTOR: *(Name and address)*
D Wilson Construction
P.O. Box 3455
McAllen, Texas 78502

DIRECTIVE NUMBER: 001

DATE: NOVEMBER 22, 2013

CONTRACT FOR: GENERAL CONTRACTOR

CONTRACT DATED: OCTOBER 23, 2012

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONSULTANT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)
SEE ATTACHMENTS (FOUR PAGES)
PROJECT ENGINEER'S CONTRACT DOCUMENT NOTES
CONTRACTOR'S COST PROPOSAL
CONTRACTOR'S COST BREAKDOWN
SUB-CONTRACTOR'S COST PROPOSAL TO CONTRACTOR

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

   ☒ Lump Sum increase of $ 8,151.00

   ☐ Unit Price of $N/A per N/A

   ☐ As provided in Section 7.3.3 of AIA Document A201™–2007

   ☐ As follows:

2. The Contract Time is proposed to remain unchanged . The proposed adjustment, if any, is ZERO (0) days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Alcocer Garcia Associates, Inc	County of Hidalgo	D. Wilson Construction Company
ARCHITECT *(Firm name)*	OWNER *(Firm name)*	CONTRACTOR *(Firm name)*
1333 E. Jasmine	2802 S. Bus Hwy 281	P.O. Box 3455
McAllen, Texas 78501	Edinburg, TExas 78539	McAllen, Texas 78502
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
George A. Garcia	Ramon Garcia	Bill Wilson
(Typed name)	*(Typed name)*	*(Typed name)*
11-22-3		11/22/2013
DATE	DATE	DATE

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MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS

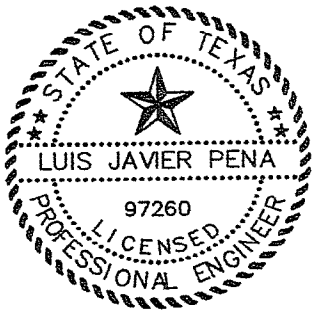
600 E. Beaumont Suite #2
McAllen, Texas 78501
(956) 664-2727
Fax (956) 664-2726

Proposal Request #1
Hidalgo County Former Administration Building 1st and 2nd Floor Remodel
November 22, 2013

The following items shall become a part of the contract documents. Refer to full or partial sheets referenced and make changes noted. Contractor is responsible for reading all sections of the proposal request. The proposal request consists of the following:

MECHANICAL

Item 1 Provide chilled water isolation valve to replace existing leaking valves located at the distribution mains serving 5th, 4th, 3rd, and 1st floors. Total number of valves shall be 8 (2 per floor). Re-insulated new valves per specifications. Valve sizes shall be field verified to match existing and replaced with valves as specified in section "15110 – Valves".



11. 22. 2013

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS
600 E. BEAUMONT AVE. SUITE 2 McALLEN, TX 78501 (956) 664-2727

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 1
Date: 11/20/13
Job: 12-561 Remodel Administration Bldg
Phone:

Description: Replace existing isolation valves and install by-pass vavle @ chilled water system.

We are pleased to offer the following specifications and pricing to make the following changes:

Replace old existing leaking isolation vavles on every floor (except 2nd as it is in contract) for the chilled water system. Install a by-pass valve to isolate 1st & 2nd floors during construction. This proposal includes all labor and materials to drain the system, re-fill system, add the required chemicals, welding, insulate etc. all done on premium time.

The total amount to provide this work is $8,151.00

The schedule will be None if approved..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: (D. Wilson Construction Co.), Alex Palacios (Progigy CM LLG)

HC Reno to Admin Bldg — Addendum: CR #1

DATE: Wednesday — Alternates:

Completion November 30, 2013

Months

Due: November 20, 2013 12:00 AM — Square Feet: 1 — Math Check

12-000	**Furnishings**				
12-300	Educational Casework				-
12-348	Laboratory Casework				-
12-504	Horizontal Blinds				-
	SUBTOTAL		-		
15-000	**MEP**				
15-100	Plumbing Contractor				-
15-300	Fire Sprinkler System				-
15-300	FM 200				-
15-500	HVAC Contractor		7,381		7,381
16-100	Electric Contractor/ Fire Alarm				-
	SUBTOTAL		7,381		
	PROJECT SUBTOTAL		7,381	math is correct	7,381
	D. Wilson Construction Company fee	7.00%	517		517
			7,898		
91-871	1 Builder's Risk Policy (Hughston quote)	0.009%	1		1
91-874	Liability insurance	0.620%	49		49
	INSURANCE SUBTOTAL		50		
	PROJECT SUBTOTAL		7,947	math is correct	7,947
91-870	Bond		204		204
	PROJECT TOTAL:		8,151	math is correct	8,151

MECHANICAL STAR SYSTEMS, INC.
P.O. BOX 1694
PHARR, TEXAS 78577
(956) 502-5108 PH. (956) 502-5107 FX.

November 20, 2013

D.Wilson Construction Co.
1209 East Pecan
McAllen, Texas 78501

Re: Hidalgo County Reno to Admin Bldg

Re: Request for Change Order #1A
New Chilled Water Valves & Bypass

Attn: Manuel Ornelas
Project Manager

Request For Change Order #1A

Dear Manuel,
I am sending you a price to replace all isolation valves for the chilled water system for the reference project. Proposal includes new valves at every floor and a bypass valve to isolate the second and first floor during construction. Proposal also includes labor to drain system, fill system back up, installation and welding all done on premium time.

1) 8-New isolation valves and bolts (1st Fl - 6" size, 3rd 4th 5th Fl – 4" size)
2) Piping – Bypass and accessories
3) Pipe insulation
4) Labor: welding, installation, draining and filling up system
5) Chemical treatment

Total $7,381.00

Sincerely,
Mechanical Star Systems, Inc.

Cesar Zepeda
Project Manager – Senior Estimator

AI-41951 **Purchasing Department 20. A. 2.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Hon. Ramon Garcia, HCJudge **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and applicable action for the engagement of professional consulting services provider in connection with securing funding from: Settlement BP Deepwater Horizon Restoration Project including, but not limited to, the following options:

A. Exemption from competitive bidding requirements under Texas Local Government Code, Chapter, 262.024(a)(4) a professional service to negotiate an agreement;

B. Procure a professional consulting services contract by formally publishing/advertising a solicitation for a Request for Proposals (with qualifications) for same.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Any contract irrespective of how it is procured would be on a contingency basis.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2013 03:17 PM
Budget & Management	Obdett Calzada	11/22/2013 03:43 PM
Manuel Chapa	Manuel Chapa	11/22/2013 05:04 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Marty Salazar Started On: 11/22/2013 02:28 PM

Final Approval Date: 11/22/2013

AI-41632 **Purchasing Department 20. A. 3.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for the purpose of bid and contract to the responsible vendor submitting lowest and best bid received as detailed in tabulation sheet contained herein (meeting all specifications and/or requirements) for: Bid titled: Hidalgo County-"Punched & Drawn Biaxial Geogrid Reinforcement Material"-project No.: 2013-254-10-09-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Pct 2 - $32,119.22 as of 11/13/13

Attachments

Memorandum, Tab & Participation list

CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/20/2013 01:44 PM
Budget & Management	Obdett Calzada	11/20/2013 03:01 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Sandy Suarez Started On: 11/04/2013 04:47 PM

Final Approval Date: 11/22/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. Hector (Tito) Palacios,**
Hidalgo County Commissioner Precinct No. 2

Attn: **Raul Sesin, PE, CFM Planning Admin.**

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **October 09, 2013**

RE: **RFB AWARD RECOMMENDATION REQUEST**
RFB No.: 2013-254-10-09-SGS -for Hidalgo County (all funding sources, programs & entities) – "PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"

We have received three (3) **responses** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFB response for your review and recommendation.
Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter. Please return by October 16, 2013, by 5:00 P.M.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. HANES GEO Components	LOW BIDDER MEETING SPECS
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

_____

_____

PE	RAUL E. SESIN	PLANNING / ENG	10/16/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: OCTOBER 09, 2013	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: Punched & Drawn Biaxial Geogrid Reinforcement Material	
BID NO: 2013-254-10-09-SGS	**BUYER: SANDY SUAREZ**

	NAME OF COMPANY	Punched & Drawn Biaxial Geogrid	
			UNIT PRICE
#1	**Hanes Geo Components**	Per Sq. yd	**$ 1.12**
#2	**Geo- Solutions, Inc.**	Per Sq. yd	**$ 1.25**
#3	**Border Construction Specialties**	Per Sq. yd	**$ 2.10**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 09, 2013 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION "Hidalgo County–"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB NO: 2013-254-10-09-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Act Pipe & Supply Attn: Jorge Zavala	E-mail	Sandy Suarez	09/23/13	913 W Us Highway 83, Alamo, TX 78516 P# 702-3941 jzavala@actpipeandsupply.com
2. Hanes Geo Component Attn Lauren Alaniz Or Jeff Boyd	E-mail	Sandy Suarez	09/23/13	4101 South Industrial Dr., Ste 100 Austin, Texas 78744 P#800-4540860 C#210-216-7200 Lauren.alaniz@hanescompanies.com Jeff.boyd@hanescompanies.com
3. Contech Construction Inc. Attn: Bob or Kevin Bain	E-mail	Sandy Suarez	09/23/13	404 E. Ramsey Ste 109 San Antonio, TX. 78216 P#888-821-3032 F#800-269-6708 yazdanihab@contech-cpi.com baink@contech-cpi.com C#210-319-9505
4. Delta Aggregate Attn: Tony Rubio	E-mail	Sandy Suarez	09/23/13	P.O. box 2443 Elsa, TX. 78543 956-472-0020 or956-246-6986 deltaaggregate@aol.com
6. Geo-Solutions Attn: Joy or Cary	E-mail	Sandy Suarez	09/23/13	7011-B W. Beak Rd. Austin, TX. 78746 P#512-330-0796 C#210-710-6398 dave@geosolutionsinc.com or joy@geosolutionsinc. com
7. Prime Vendor Inc.	E-mail	Sandy Suarez	09/23/13	4622 Cedar Avenue, Ste 123 Wilmington, N. C. 28403-4429 P#800-746-9554 F# 800-746-8307 bids17@prime-vendor.com
8. Excel Garden Products Attn: Amanda Stewart	E-mail	Sandy Suarez	09/23/13	830 SW 14th Grand Prairie, TX. 75051 (800)286-6100 astewart@central.com
9. Industrial Fabrics, Inc. Attn: Mark Sutherland	E-mail	Sandy Suarez	09/23/13	510 O"Neal Lane Baton Rouge, LA 70819 225-273-9600 / F 225-273-0440 C 225-916-6850 msutherland@ind-fab.com

10. Spitjwest Geo-Solutions, Inc. Attn: Carey M. Witt	E-mail	Sandy Suarez	09/23/13	1218 Southern Minerals Road Corpus Christi, TX. 78409 361-289-6900 / F 361-289-6901 C 361-290-6769 corby@geosolutioonsinc.com
BORDER CONSTRUCTION SPECIALTIES Jay Becket	E-mail	Sandy Suarez	09/23/13	3880 EAST BROADWAY ROAD PHOENIX AZ 85040 USA jbecker@bordercorp.com
Raba Kistner Consultants, Inc. Norma Salazar	E-mail	Sandy Suarez	09/26/13	800 E. Hackberry Avenue McAllen, TX 78501 **P** 956-682-5332 **F** 956-682-5487 nsalazar@rkci.com
Virtual Builder's Exchange ***Jeannette Olguin***	E-mail	Sandy Suarez	10/03/13	***4047 Naco Perrin Ste. 100*** ***San Antonio, TX 78217*** ***phone: 210.564.6900*** ***fax: 210.564.6902*** ***direct: 210.918.1124***
Titan Enviro ***Russel***	TR	Sandy Suarez	10/04/13	***P#860-306-1318*** ***russell@enviro.ca***

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT
C-13-254-11-26

THIS AGREEMENT (the "Agreement") is entered into as of **26th day of November, 2013** by and between Hanes Company Inc., dba Hanes Geo Components, a North Carolina Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Punched & Drawn Biaxial Geogrid Reinforcement Material"**, as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Punched & Drawn Biaxial Geogrid Reinforcement Material"** in the areas of Hidalgo County projects for a period of two years from **November 26, 2013 to November 25, 2015** and may be extended with the County's discretion for an additional year and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **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 any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event 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.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **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.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 Buyer:
Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:
Hanes Geo Components
Attn: Lauren Alaniz, Field Sales Rep.
4101S. Industrial Drive
Austin, Texas 78744

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 Unites States mail.

f. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 sixty (60) 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).

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefor

pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 23, 2013

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County (All funding fources, programs & entities)**
Request for Bids: **"Punched & Drawn Biaxial Geogrid Reinforcement Material"**
Bid No: 2013-254-10-09-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
(All Funding Sources, Programs & Entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB NO: 2013-254-10-09-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bids, 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	7

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

September 23, 2013
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

RFB No.: 2013-254-10-09-SGS

Bid No: 2013-254-10-09	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

BID OPENING DATE:
October 09, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"** 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: **"RFB-2013-254-10-09-SGS - HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, October 09, 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 RFB-2013-254-10-09-SGS -"PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL" -HIDALGO COUNTY.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - " **HIDALGO COUNTY - PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1 Attn. Katia Garcia 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Veronica Lopez 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**October 09, 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.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"
BID NO.: 2013-254-10-09-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

RFB No.: 2013-254-10-09-SGS

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-10-09-SGS

SPECIFICATIONS

PROJECT OVERVIEW:

Hidalgo County is requesting Bids from qualified vendors to furnish "Punched and Drawn Biaxial Geogrid Reinforcement Materials" to Hidalgo County Precincts, on an "**as needed basis**", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS/REQUIREMENTS:

The following are the minimum material requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

MATERIAL REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:

The material shall be punched and drawn with a single layer grid structure formed by a regular network of intergrally connected polymeric tensile element with aperture designed to interlock with the surrounding fill material.

A. General Requirements:

The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction, including ultraviolet degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part B – Table 1.

B. Physical Requirements:

Furnish punched and drawn geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrids shall meet the physical requirements shown in the Table 1 below.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-10-09-SGS

Table 1

STRUCTURAL GEOGRID PROPERTIES

Index Properties	Test Method	Values MD	Values XMD
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% Strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% Strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft

Structural Integrity	Test Method	Values
Junction Efficiency	ASTM D7737 / GRI-GG2	93%
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm
Aperture Stability	GRI-GG9	0.65 m-N/deg

Durability	Test Method	Values
Minimum Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%
Resistance to UV Degradation	ASTM D4355 / D6637	100%

SPECIFICATIONS FOR PUNCHED AND DRAWN GEOGRID:

Geogrids not meeting the physical requirements of sub-part B above may be submitted to Hidalgo County. Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, **product samples-two(2)**, and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geo-grids are tested in-soil and in representative conditions.
3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.

4. Recommended guidelines on the installation of the product provided by the manufacture and any additional information to assist the County in fully evaluating the alternate product.

REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:

- Unit price, to be square yards.
- A qualified experienced representative from the geogrid manufacturer must be available on an **"As Needed Basis"** and visit each site at least once during the course of construction and/or installation of the product.
- The Geogrid shall be packaged in rolls with lengths between 150 feet and 250 feet. The Geogrid shall be packaged in rolls with widths of wide rolls that are between 12 to 15 feet and widths of narrow rolls that are between 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geogrid from damage due to ultraviolet light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- **Include two (2) samples** of the geogrid approximately 4 inches by 7 inches or larger.
- Include Geogrid product data sheet and certification from the manufacturer.
- Any damage or defective Geogrid roll (i.e. frayed coating, separated junctions, separated layers, tears ect.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.
- Replacement of damaged area shall consist of adding over the affected area a minimum 3 ft^2 layer on top of the existing geogrid that overlaps the existing geogrid a minimum of 1 ft in all directions.
- Proposed bidder shall provide all equipment, supplies, material, and labor necessary in getting the product safely to its final destination at County Precincts.

- **Delivery Charges: All delivery, unloading of product and freight charges,** shall be included in the bid price and F.O.B. Hidalgo County as specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in blue ink or typewritten.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-10-09-SGS

TERM AND CONDITIONS:

1. The initial term of the contract shall be for a period of two (2) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. 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 advantageous to the County.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

7. All cost 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.

8. Hidalgo County reserves the right to seek state contracts from its memberships with existing or new cooperatives whenever it is in the County's interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

10. It is understood and agreed that in case Hidalgo County should need "Geo-grid" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

11. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid 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 additonal cost to such item.

12. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County

Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, October 02 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, October 04 2013, no later than 5:00 P.M.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

No.: 2013-254-10-09-SGS

EXHIBIT "B"
Hidalgo County
(all funding sources, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"
RFB No.: 2013-254-10-09-SGS

BID PAGE

Unit price for Punched & Drawn Biaxial Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

PUNCHED AND DRAWN GEOGRID

Product Description:	Unit Price:	
Punched & Drawn Biaxial Geogrid Equivalent to or better	Per Square YD	$ _____

Internal Use Only: Commodity Code: 085-85

Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	
E-MAIL ADDRESS:	

(Must be submitted with Bid Packet)

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

No.: 2013-254-10-09-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ EXCESS ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

No.: 2013-254-10-09-SGS

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.	OFFICE USE ONLY
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.	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

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

No.: 2013-254-10-09-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Punched & Drawn Biaxial Geogrid Reinforcement Material"

RFB No.: 2013-254-10-09-SGS

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"

BID PAGE

EXHIBIT "B"
Hidalgo County
(all funding sources, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"
RFB No.: 2013-254-10-09-SGS

BID PAGE

Unit price for Punched & Drawn Biaxial Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

PUNCHED AND DRAWN GEOGRID

Product Description:		Unit Price:
Punched & Drawn Biaxial Geogrid Equivalent to or better	Per Square YD	$ 1.12/SY

Internal Use Only: Commodity Code: 085-85

Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME:	Hanes Geo Components
ADDRESS:	4101 S. Industrial Dr
CITY/STATE/ZIP CODE:	Austin, TX 78744
PHONE & FAX NUMBER:	(512) 670-2050, fax (512) 670-2035
CELLULAR NUMBER:	(210) 216-7200
AUTHORIZED SIGNATURE:	L. Alaniz
PRINTED NAME:	Lauren Alaniz
TITLE:	Field Sales Rep
DATE:	10/8/13
E-MAIL ADDRESS:	lauren.alaniz@hanescompanies.com

OPENED
10/9/13
9:55am
Witnessed

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2013

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 Willis of Greater Kansas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Hanes Geo Components Leggett & Platt Incorporated PO Box 757 Carthage, MO 64836	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Casualty Company of CT — 36170 INSURER B : Travelers Indemnity Company of CT — 25682 INSURER C : Continental Casualty Company — 20443 INSURER D : Travelers Casualty Insurance Co. of America — 19046 INSURER E : Phoenix Insurance Company — 25623 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W29292 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			HC2E-GLSA-474M7688-TCT-12	11/30/2012	11/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 10,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			HC2E-CAP-474M7283-TCT-12	11/30/2012	11/30/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			L 5085587357	11/30/2012	11/30/2013	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HC2SUB-472M559-2-12	11/30/2012	11/30/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Workers Compensation			HRNUB-472M560-A-12	11/30/2012	11/30/2013	Each Accident: $1,000,000 Disease – Policy Limit: $1,000,000 Disease – Each Employee: $1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
As respects General Liability and Automobile Liability coverage, Hidalgo County is included as additional insured when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-41705 **Purchasing Department** **20. A. 4.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Hon. I. Ramon, Jr.-430th Dist. Crt. **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

430th Judicial District Court:
Requesting approval of the following claims/invoices with ASG SECURITY for monitoring services provided to the 430th Judicial District Court with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice #	Vendor	Amount	Account #
09/01/2013	22846885	ASG Security	$28.99	3-1100-412-00-010-001-0-413
10/01/2013	23009818	ASG Security	$28.99	3-1100-412-00-010-001-0-413

BACKGROUND

Agenda item (AI#41641) is in the process of being placed for the consideration of approval of agreement(s) with ASG Security (legal has approved as to form) which will eliminate any future invoices as claims.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1100-412-00-010-001-0-413

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

BUDGETARY IMPACT:

Attachments

Invoices/Claims

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/20/2013 02:02 PM
Budget & Management	Obdett Calzada	11/20/2013 03:05 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Vangie Garcia Started On: 11/06/2013 04:24 PM

Final Approval Date: 11/22/2013

Maricela Cortez Salinas
Court Coordinator

Adelaido "Al" Flores, Jr.
Official Court Reporter

Eloy Garcia
Asst. Court Coordinator

Orlando Cantu
Bailiff/Interpreter

Israel Ramon, Jr.
Judge, 430th Judicial District Court

DATE: 11/5/13

TO: Vangie Garcia	FAX #: 318-2629
TO:	FAX #:
TO:	FAX #:
TO:	FAX #:

FROM:

- ☐ ISRAEL RAMON, JR. JUDGE
- ☑ MARICELA CORTEZ SALINAS COURT COORDINATOR
- ☐ ELOY GARCIA ASST. COURT COORDINATOR
- ☐ ORLANDO CANTU BAILIFF
- ☐ AL FLORES COURT REPORTER
- ☐ _____

NUMBER OF PAGES: 3, INCLUDING COVER PAGE

RE: ASG invoices

COMMENTS

are attached.

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

6443016032 PRESORT 16032 1 AT 0.384 P1C66 <B>

HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4318

INVOICE

Account Number:	3725207
Invoice Number:	22846885
Invoice Date:	09/01/2013
Due Date:	**10/01/2013**
Amount Due:	**173.94**
Amount Enclosed:	$ _____

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000037252079 0022846885 00000000017394 8

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

V-54755

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	22846885
Invoice Date:	09/01/2013

Summary Of Charges

Previous account balance as of 09/01/13 144.95

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 10/01/13 - 10/31/13	1.00	25.00	25.00
Administration Fee 10/01/13 - 10/31/13	1.00	3.99	3.99

Current Charges	28.99
Payments Applied	*$0.00*
Total Amount Due	**173.94**

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$28.99	$28.99	$28.99	$86.97

INVOICE RECEIVED BY: _____ on 9/1/13

GOODS/SERVICES RECEIVED BY: _____ on 9/1/13

Important Messages

ASG Security protects over 180,000 locations and most of our new customers are referred to us! Our referral program makes it simple to share your positive ASG experience with others and be rewarded for helping them protect their home or business!

For every person or business that you refer to us that joins the ASG family of customers, we will add a $50 credit to your account as our way of saying "Thank you!"

Email to referrals@asgsecurity.com with the following information: Name on account, Account #, Referral Name and Referral Contact #.

*some restrictions may apply.

PLRVNJ7D

INVOICE

ASG SECURITY
12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	3725207
Invoice Number:	23009818
Invoice Date:	10/01/2013
Due Date:	**10/31/2013**
Amount Due:	**28.99**
Amount Enclosed:	$ _____

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

1921013910 PRESORT 13910 1 AT 0.384 P1C59 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4313

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 000000037252079 0023009818 000000000028999 6

To ensure proper credit, please return this portion with your payment.

ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	23009818
Invoice Date:	10/01/2013

Summary Of Charges

Previous account balance as of 10/01/13 0.00

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 11/01/13 - 11/30/13	1.00	25.00	25.00
Administration Fee 11/01/13 - 11/30/13	1.00	3.99	3.99
Current Charges			28.99
Payments Applied			*$0.00*
Total Amount Due			**28.99**

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$28.99	$0.00	$0.00	$0.00

Important Messages

We greatly appreciate your business and look forward to serving you.

To make a payment or to set up an automatic payment, please call 877-227-3274 or fill out the back of the remittance and fax it to 301-931-1127.

INVOICE RECEIVED BY: [signature] on 10/1/13
GOODS/SERVICES RECEIVED BY: [signature] on 10/31/13

PLRVNJ7D

AI-41641 **Purchasing Department** **20. A. 5.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of agreements (as listed/detailed below) for monitoring services with ASG Security for the duration of term for each of the agreements including the continuation of services through the life term of the equipment in place by user department with the authority to execute and signing of agreements by County Judge or Court Member:

a. Precinct No. 1-Two (2) locations at the Precinct One Offices @ $30.49/Monthly each site
Precinct No. 1-28312 FM 88-Edcouch Site @$30.64/Monthly
Precinct No. 1-Delta Lake Park @27.44/Monthly
Assigned requisitions for Precinct One are: 246857-246878-246843;

b. Precinct No. 4-1051 N. Doolittle Rd. @$26.39/Monthly thru **Req. #245300;**

c. Tax Assessor & Collector-300 W. Hall Acres, Ste. C-Pharr @$22.99/Monthly thru **PO#699696**
Tax Assessor & Collector-722 Breyfoggle-Mission @$18.99/Monthly thru **PO#689655**
Tax Assessor & Collector-1902 Joe Stephens-Weslaco @$18.99/Monthly thru **PO #691514;**

d. 430th District Court -1115 S. 9th St.-Edinburg @ $28.99/Monthly thru **Req. #246892**

BACKGROUND

Agreements have been reviewed and approval as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-005-0-413

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

BUDGETARY IMPACT:

Pct.4
Req# 245300

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-15-140-001-0-413

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

BUDGETARY IMPACT:

Tax Office
PO#699696
PO#691514
PO#689655

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-004-0-413

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

BUDGETARY IMPACT:

PCT.1
REQ#246843

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-413

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

BUDGETARY IMPACT:

PCT.1
REQ#246878

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-121-013-0-413

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

BUDGETARY IMPACT:

PCT.1
REQ#246857

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-010-001-0-413

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

BUDGETARY IMPACT:

430TH
REQ#246892

Attachments

Precinct One's Agreements
Precinct 4 Agreement
Tax Office Agreements
430th Dist. Crt. Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/20/2013 01:48 PM
Budget & Management	Obdett Calzada	11/20/2013 03:01 PM
Glinda Pacheco	Glinda Pacheco	11/22/2013 02:06 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Vangie Garcia Started On: 11/05/2013 01:14 PM

Final Approval Date: 11/22/2013

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

[redacted]

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

[redacted]

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 1 hereinafter called the "Client", at (site address)
1902 JOE STEPHENS WESLACO, TX .

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$26.50	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____; upon Equipment Delivery $_____; upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly, ☐ quarterly, ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF, AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing. ———— SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY PRECINT 1	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577
AR: E-M 20130041
CA: 7261
DC: ECS901543
DE: 02-71; FAL-0221; FAL-0286
FL: EG13000420
GA: LVA205886
LA: F1899, USA Fire & Burglar-F1733
MA: 1608C; SS CO 000986
MD: 107-714
NC: ACASELB: 1961-CSA, 20553-SP-LV
NJ: 34BF00000500; 661309
NM: 373963
NY: 12000309980
OH: 53 89 1670
OK: 1036, TNT Security-1882
OR: PSID57714
PA: PA062390
RI: 4820,TSC-1848
SC: BAC-13313
TX: B11880; ACR-7242; ECR-1767; HCR-410, San Angelo Security-B17827
UT: 6305217-6501
VA: 11-3605; 2705 098253A
WV: WV04 3575
Other Licenses #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

v10.13

4. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interception or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following; (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel; Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amount due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding. (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 1 ("Client"), located at:

1902 JOE STEPHENS WESLACO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY PRECINT 1	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

[redacted]

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

[redacted]

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 1 - OFFICE, hereinafter called the "Client", at (site address)
1902 JOE STEPHENS WESLACO, TX .

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$26.50	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Admmistration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____, upon Equipment Delivery $_____, upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing. ———— SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	*Client's Authorized Signature* / *Date*
Company Authorized Signature	HIDALGO COUNTY PRECINT 1 - OFFICE *Client's Name*
Title	*Printed Name* / *Title*
Date	*Business Telephone* / *Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 12-1577
AR: E-M 20130041
CA: 7361
DC: ECS9015-43
DE: 01-71; FAL-0121; FAL-0286
FL: EG13000420
GA: LVA205886
LA: F1899, USA Fire & Burglar-F1733
MA: 1608C; SS CO 000986
MD: 107-714
NC: NCASLB 1861-CSA, 20653 SP-LV
NJ: 34BF00000500; 661309
NM: 373983
NY: 12000309980
OH: 53 89 1670
OK: 1036, TNT Security-1882
OR: PSED7714
PA: PA052390
RI: 4820,7SC-1848
SC: BAC-13313
TX: B11180; ACR-2242; ECR-1767; HCR-410, San Angelo Security-B17807
UT: 6305217-6501
VA: 11-3605; 2705 098253A
WV: WV043575
Other Licenses #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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4. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is cut of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding. (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modifications; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 1 - OFFICE ("Client"), located at:

1902 JOE STEPHENS WESLACO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
Company Authorized Signature	HIDALGO COUNTY PRECINT 1 - OFFICE *Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

[redacted]

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

[redacted]

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 1 hereinafter called the "Client", at (site address)
28312 FM 88 EDCOUCH, TX.

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable).

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$26.65	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____; upon Equipment Delivery $_____; upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing. ——— SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY PRECINT 1	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577; AR: E-M 20130041; CA: 726; DC: ECS901543; DE: 02-7; FL: EO 3000420; FAL-0221; FAL-0286; GA: LVA205886; LA: F1899, LISA Fire & Burglar-F1733; MA: 168C; 85 CO 000986; MD: 107-714; NC: NCASLB: 196; -CSA, 20653-SP-LV; NJ: 34BF00000500; 661309; NM: 373983; NY: 12000309983; OH: 51 89 1670; OR: PSID57714; PA: PA052390; RI: 4820,TSC-1848; SC: BAC-12313; TX: B11180; ACR-2242; ECR-1767; HCR-410, San Angelo Security-B17807; UT: 6305217-6501; VA: 11-3605, 2705 098253A; WV: WV043573; Other Licenses #s: _____

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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4. Change to the System; Cost of Repairs; Additional Protections; Risk of Loss: The cost of any additions, changes and variances to the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and use shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non euro-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company fine charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screws and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Recovery Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or superformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused in the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modifications; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10.13

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 1 ("Client"), located at:

28312 FM 88 EDCOUCH, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY PRECINT 1	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and DELTA LAKE PARK - PRECINT 1 hereinafter called the "Client", at (site address)
Route 1 Box 257-2 EDCOUCH, TX — DELTA LAKE PARK / PCT 1 .

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable).

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$23.45	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☒ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____; upon Equipment Delivery $_____, upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 23.45 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing. ——— SEE ATTACHED LIST OF SITES AND LOCATIONS

ASG SECURITY (Alarm Security Group LLC)		Accepted by:	
Sales Representative (Print/Signature)		*Client's Authorized Signature* DELTA LAKE PARK - PRECINT 1	*Date*
Company Authorized Signature	VP/Gen	*Client's Name*	
Title		*Printed Name*	*Title*
Date	11-5-13	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577 | AR: E-M 20130041 | CA: 7361 | DC: EC2991543 | DE: 02-71, FAL-0221; FAL-0286 | FL: EG13000420 | GA: LVA205886 | LA: F1899, USA Fire & Burglar-F1733 | MA: 1608C, 85 CO 000986 | MD: 107 714 | NC: NCASLB: 1961-CSA, 20653-SP-LV | NJ: 34BF00000500; 661309 | NM: 373983 | NY: 12000309980 | OH: 53 89 1670 | OK: 4046, TNT Security-1882 | OR: PS ID57714 | PA: PA042390 | RI: 4820,TEC-1848 | SC: BAC-13313 | TX: B11180; ACR-3242; ECR-1367, HCR-410, San Angelo Security-B17807 | UT: 6305217-6501 | VA: 11-3605; 2705 090253A | WV: WV043575 | Other Licenses #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complainas may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

v10 15

4. Changes to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that as some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following; (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Client's service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate, (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10.13

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and DELTA LAKE PARK - PRECINT 1 ("Client"), located at:

Route 1 Box 257-2 EDCOUCH, TX --- DELTA LAKE PARK / PCT 1

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* DELTA LAKE PARK - PRECINT 1	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date 11-5-13	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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Reg # 245300
11/1/13 - 4/30/14

[redacted]

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

[redacted]

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY PRECINT 4 hereinafter called the "Client", at (site address)
1051 N DOOLITTLE EDINBURG, TX .

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$16.80	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☒ Opening/Closing Log Only	$5.60		
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____, upon Equipment Delivery $_____, upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment (If applicable) Schedule of Equipment and Pricing. ———— SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY PRECINT 4	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577 | FL: EC13000420 | NC: NCASLB: 1961-CSA; 20633-SP-LV | OK: 1036, TNT Security-1882 | TX: B11180; ACR-2242, ECR-1767, HCR-410, San Angelo Security-B17807
AR: E-M 20130041 | GA: LVA205885 | NJ: 34BF00000500; 661309 | OR: PSID57714 | UT: 6305217-6501
CA: 7361 | LA: F1899, USA Fire & Burglar-F1733 | NM: 373983 | PA: PA052390 | VA: 11-3605; 2705 099351A
DC: EC5901543 | MA: 1606C; SS CO 000986 | NV: 12000309980 | RI: 4820,TEC-1848 | WV: WVDA357 5
DE: 02-71, FAL-0221; FAL-0286 MD: 107-714 | OH: 33 80 1670 | SC: BAC-13313 | Other License #: _____
In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

v10.13

4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his testers, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client's designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is cut of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communications service, additional installation and monthly monitoring charges will apply in order to modify the Client's system

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.3 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage set to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or nonperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding. (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate. (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement: Modifications: Alterations: Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client _____ ____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY PRECINT 4 ("Client"), located at:

1051 N DOOLITTLE EDINBURG, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY PRECINT 4	*Date*
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO **victor.garza@da.co.hidalgo.tx.us** AND DELETE THE COMMUNICATION.
****

PO#699694

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY TAX ASSESSOR & COLLECTOR hereinafter called the "Client", at (site address) 300 W HALL ACRES STE C PHARR, TX .

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable).

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$19.00	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows. Deposit $_____; upon Equipment Delivery $_____; upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing _____ SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
	HIDALGO COUNTY TAX ASSESSOR & COLLECTOR	
Company Authorized Signature	*Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577 | FL: EC13000420 | NC: NCASLB: 1961-CSA; 20653-SP-LV | OK: 1036, TNT Security-1882 | TX: B11180; ACR-2242; BCR-1767; HCR-410, San Angelo Security-B17807
AR: E-ld 20130041 | GA: LVA205886 | NJ: 34BF00000500; 661309 | OR: PSID57714 | UT: 6302217-6501
CA: 7261 | LA: F1899, USA Fire & Burglar-F1753 | NM: 373983 | PA: PA062390 | VA: 11-3605, 2705 098253A
DC: EC990543 | MA: 1608C; SS CO 000586 | NY: 12000509990 | RI: 4820,TSC-1848 | WV: WV043575
DE: 02-71, FAL-0231, FAL-0236 | MD: 107-714 | OH: 33 89 1670 | SC: BAC 13313 | Other License #s _____

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78773-4433, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureau, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdictional dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his system, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any cause or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAYVARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following; (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company Is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things, (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether those claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that construction of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgement or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modifications; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ _____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY TAX ASSESSOR & COLLECTOR ("Client"), located at:

300 W HALL ACRES STE C PHARR, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
Company Authorized Signature	HIDALGO COUNTY TAX ASSESSOR & COLLECTOR *Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

PO#689455

[redacted]

ASG SECURITY (Alarm Security Group LLC)

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

[redacted]

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY TAX ASSESSOR & COLLECTOR hereinafter called the "Client", at (site address) 722 BREYFOGGLE MISSION, TX.

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable).

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$15.00	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed.	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____; upon Equipment Delivery $_____; upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment. (If applicable) Schedule of Equipment and Pricing. ———— SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
Company Authorized Signature	HIDALGO COUNTY TAX ASSESSOR & COLLECTOR *Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577
AR: E-M-20-10041
CA: 7261
DC: ECS901543
DE: 02-71 | FAL-0221 | FAL-0286
FL: EG13000420
GA: LVA205886
LA: F1899, USA Fire & Burglar-F1713
MA: 168C; SS CO 000966
MD: 107-714
NC: NCASLB 1961-CSA, 20653-SP-LV
NJ: 34BF00000500; 661309
NM: 373983
NY: 12000309980
OH: 53 89 1670
OK: 1086, TNT Security-1882
OR: PSID57714
PA: PA062190
RI: 4820,TSC-1848
SC: BAC-13513
TX: B11180: ACR-2242; BCR-1767; HCR-410, San Angelo Security B17807
UT: 6365217-6501
VA: 11-3605; 2705 09025SA
WV: WV043575
Other Licenses to

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78773-0422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4991 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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4. Change to the System: Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureau, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his means, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchased): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarms: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following, (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company, and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alternations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY TAX ASSESSOR & COLLECTOR ("Client"), located at:

722 BREYFOGGLE MISSION, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	*Client's Authorized Signature* — *Date*
Company Authorized Signature	HIDALGO COUNTY TAX ASSESSOR & COLLECTOR *Client's Name*
Title	*Printed Name* — *Title*
Date	*Business Telephone* — *Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY TAX ASSESSOR & COLLECTOR hereinafter called the "Client", at (site address) 1902 JOE STEPHENS WESLACO, TX.

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable).

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$15.00	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint		☐ FA Sens Test Billed:	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____; upon Equipment Delivery $_____; upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly, ☐ semi-annually, ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually, ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing. SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
Company Authorized Signature	HIDALGO COUNTY TAX ASSESSOR & COLLECTOR *Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577 | FL: EC13000420 | NC: NCALB: 1961-CSA; 20653-SP-LV | OK: 1036, TNT Security-1882 | TX: B11180; ACR-2242; ECR-1767; ECR-410, San Angelo Security-B17807
AR: E-M 20130041 | GA: LVA205886 | NJ: 34EF00000500; 661309 | OR: PSID57714 | UT: 6505217-6501
CA: 7361 | LA: F1899, USA Fire & Burglar-F1733 | NM: 373983 | PA: PA062390 | VA: 11-3605; 2705 098253A
DC: ECS901543 | MA: 1698C, 35 CO 000966 | NY: 12000309980 | RI: 4820,TSC-1848 | WV: WV043575
DE: 02-71; PAL-0121; PAL-0286 MD: 107-714 | OH: 53 89 1670 | SC: BAC-13313 | Other License #: _____

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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4. Change to the System: Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority, (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless "Opening/Closing" services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more then once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be a lien of all other increases in such year (excluding an administrative fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligations herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client _____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY TAX ASSESSOR & COLLECTOR ("Client"), located at:

1902 JOE STEPHENS WESLACO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
Company Authorized Signature	HIDALGO COUNTY TAX ASSESSOR & COLLECTOR *Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

[redacted]

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

[redacted]

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY 430th DISTRICT COURT hereinafter called the "Client", at (site address) 111 S 9th Street Edinburg, TX.

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☐ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☒ Burglar Alarm Monitoring	$25.00	☐ Cellular/Radio Service		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ DataLink		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp Billed:	
☐ Elevator Monitoring		☐ Access Control Maintenance			
☐ ASG Connect		☐ Video Surveillance System Maint.		☐ FA Sens Test Billed:	
☐ ASG Video		☐ Opening/Closing Log Only			
☐ ASG Managed Access		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____; upon Equipment Delivery $_____; upon 100% completion $_____. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly, ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually, ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment (If applicable) Schedule of Equipment and Pricing. SEE PG 3 FOR AMENDMENT TO AGREEMENT

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	*Client's Authorized Signature* / *Date*
Company Authorized Signature	HIDALGO COUNTY 430th DISTRICT COURT *Client's Name*
Title	*Printed Name* / *Title*
Date	*Business Telephone* / *Date*

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

AL: 13-1577
AR: B-M 20130041
CA: 7261
DC: ECS9901543
DE: 02-71; FAL-0221; FAL-0286
FL: EC13000420
GA: LVA205886
LA: F1899, USA Fire & Burglar-F1733
MA: 1608C, SS CO 000985
MD: 107-714
NC: NCASLB: 1961-CSA; 20453-SP-LV
NJ: 34B700000500; 661309
NM: 373983
NY: 12000309983
OH: 53 89 1670
OK: 1016, TNT Security-1881
OR: PSID57714
PA: PA062390
RI: 4830,TSC-1848
SC: BAC-13513
TX: B11180; ACR-2242, ECR-1767; HCR-410, San Angelo Security-B17807
UT: 6305217-6501
VA: 11-3605, 2705 098253A.
WV: WVD43575
Other License #: _____

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78773-0422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 304, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any successive renewals of this Agreement.

6. Installation of System. Delay of Installation. Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdictional dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections. Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals. Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's size, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non rate-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereunder are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel. Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included as the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment. Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell horns and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges. Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer. Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liabilities are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement: Modification: Alterations: Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10 13

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY 430th DISTRICT COURT ("Client"), located at:

111 S 9th Street Edinburg, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature*	*Date*
Company Authorized Signature	HIDALGO COUNTY 430th DISTRICT COURT *Client's Name*	
Title	*Printed Name*	*Title*
Date	*Business Telephone*	*Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
Subject : RE: Review Of ASG Agreement-Precinct One 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

AI-41938 **Purchasing Department 20. A. 6.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization #4 (with an estimated cost of $4,900.00) as submitted by R. Gutierrez Engineering Corporation for Gearhart Drive Road & Drainage Improvement Project, through Contract#12-314-01-29.

BACKGROUND

R. Gutierrez Engineering Corp will be providing staking of existing right of way for this project.
Raul Sesin- County Engineer will be responsible for engineering of roadway and drainage improvements for this project.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-092-0-731

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

BUDGETARY IMPACT:

Funds pending approval of AI#41939 CC 11/26/13.

Attachments

Work Authorization #4

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	11/22/2013 02:12 PM
Purchasing Department	Marty Salazar	11/22/2013 03:14 PM
Budget & Management	Obdett Calzada	11/22/2013 03:37 PM
Auditor's Office	Obdett Calzada	11/22/2013 04:24 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Angela Garcia Started On: 11/21/2013 04:46 PM

Final Approval Date: 11/22/2013

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29
Work Authorization Form

Work Authorization No. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide services for the identification of the road right-of-way along Gearhart Drive located in the Northside Village Mobile Home Subdivision Phase II.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 4 shall be funded through funding source:

Account No. _____

Requisition No. 247552 (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2013.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29
Work Authorization Form

Work Authorization No. 4

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29
Work Authorization Form

Work Authorization No. 4

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer will provide services for the identification of the existing road right-of-way along Gearhart Drive located in the Northside Village Mobile Home Subdivision Phase II, north of Alamo, Texas.

The proposed work will consist of locating the existing or placing new iron rod stakes on the front property corner for the 49 lots of Northside Village Mobile Home Subdivision Phase II.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29
Work Authorization Form

Work Authorization No. 4

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the design and construction for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for in Phase I and/or Phase II as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

HIDALGO COUNTY

Professional Engineering Services
Contract #C-12-314-01-29
Work Authorization No. 4

EXHIBIT D
FEE ESTIMATE

TASK	CONTRACT AMOUNT ($)
Basis for Engineering Fee based on Article 5A of Contract	
LOT STAKING ($100 per Lot)	$4,900
SUB-TOTAL	**$4,900**
TOTAL PROFESSIONAL SERVICES FEE	**$4,900**

AI-41881 **Purchasing Department** **20. B. 1.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Hon. A.C. Cuellar, Jr. **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to purchase the following listed heavy equipment through Hidalgo County's membership/participation with National Joint Powers Alliance (NJPA) and BuyBoard Cooperative Purchasing as follow:

a) Two (2) New 2013 DOOSAN DL-250 Loader (Integrated Tool Carrier) with standard equipment for total not to exceed in the amount of $318,544.00 with H&V Equipment thru BuyBoard Contract #424-13 thru assigned requisition #247512;

b) Two (2) New 2013 JD770G Motorgraders for total not to exceed in the amount of $532,752.43 with Doggett Heavy Machinery thru BuyBoard Contract #424-13 thru assigned requisition 247508;

c) Two (2) New 2014 Cat Model CT660 Dump Trucks with standard equipment in addition to the additional specifications for total not to exceed in the amount of $238,164.44 thru the National Joint Powers Alliance Contract #060311-CAT thru assigned requisition #247523.

BACKGROUND

Information verified, validated and confirmed for accuracy on items and amount.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1303-431-00-121-000-0-742

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

SOA1341 HEAVY EQUIPMENT

Attachments

CAT HOLT

DOGGET

H&V ON LOADERS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2013 10:16 AM

Budget & Management	Obdett Calzada	11/22/2013 10:36 AM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Vangie Garcia Started On: 11/19/2013 12:39 PM

Final Approval Date: 11/22/2013

HOLT® TRUCK CENTER

1320 South 25th Street
Edinburg, TX 78539
(956) 289-7600
Fax (956) 383-6819

November 6, 2013

Governmental Contract Initiative (GOV-11-NJPA) with the National Joint Powers Alliance Contract – 060311-CAT.

Hidalgo County PCT #1
Raul Lozano
1902 Joe Stephens, Suite 101
Weslaco, TX 78596

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

TWO (2) New 2014 Cat Model CT660 Dump Trucks with standard equipment in addition to the additional specifications listed in the attached detailed truck proposal.

NJPA Pricing

Base Model	Part #	List Price
CT660	Tractor	$132,132.87
Options		
Optional Attachments		$8,406.80
Sub Total		$140,539.67
*NJPA Member Discount 23% + Holt Discount 10%		(46,378.09)
Machine Price with Discount applied		$94,161.58
Customer Invoice-Non-Discountable Items		
Freight and PDI		$2025
Emissions Charge and Labels		$8000
Miscellaneous		$0.00
OX Body Maverick 16' Dump Body		$14,895.64
Sale Price		$119,082.22 Per TRK
TOTAL Price for TWO (2) Dump Trucks Complete		$238,164.44

Mark Brunnemann
Sales Representative
Direct (956) 289-7636
Cell (956) 330-0630
Mark.Brunnemann@holtcat.com

HOLT CAT Truck Center
1320 South 25th Street
Edinburg, TX 78539
956-289-7600

Customer Proposal Letter

November 6, 2013

Thank you for the opportunity to earn your business.
We look forward to working with you on your future business needs.
Please accept the following proposal.

CUSTOMER: Hidalgo County PCT #1
ADDRESS: 1902 Joe Stephens, Suite 101
CITY, STATE, ZIP Weslaco, TX 78596

NJPA CONTRACT#
060311-CAT

CONTACT: Raul Lozano
PHONE: 956-968-8733
FAX:

VEHICLE BUYER'S ORDER

Make CAT Model CT660 Year 2014 Stock Number TDB

To be delivered on or about 12/20/13

Vin #

ADDITIONAL VEHICLE & ACCESSORIES DESCRIPTION: **Dump Truck with Manual Transmission with NON-SCR ENGINE**

Quantity	2	
Truck Price Per Unit	$104,186.58	$208,373.16
Optional Equipment	$14,895.64	$29,791.28
12% F.E.T. (Factory & Dealer Paid)	N/A	N/A
Net Sales Price	$119,082.22	$238,164.44
Optional Extended Warranty(ies)		
6.25% State Sales Tax		
License, License Transfer, Registration Fee		
Documentary Fee		
1% Emissions Fee		
Administration Fee		
.0024170% Vehicle Inventory Tax		
Additional Taxes		
Out of State Vehicle Fee		
Total Sales Price	$119,082.22	$238,164.44
Trade Allowance		*

*** See DISCLAIMER below**

Sales Representative _____ (signature) Mark Brunnemann (printed name)

Purchaser _____ (signature) _____ (printed name)

_____ (title) _____ (date)

Quote good until 30 days

NOTES:	Truck will come with Ox Body 16' Maverick Dump
	With Manual tarp.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order Incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealers stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Deale shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 11/5/13 Proposal for: Price Quotation

Acct #: _____ Tax / SS #: _____

Business: Hidalgo Pct # 1

Individual: Raul Lozano

Address: _____

City/St/Zip: Weslaco,Tx

Phone #: _____ Fax #: _____

Cell #: _____ [ ] Corp. [ ] LLC [ ] Pard. [ ] Ind.

PO #: _____ Job #: _____

[ ] RENTAL [ ] Month/s [ ] Week/s [ ] Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: [ ] P. P. [ ] Cash [ ] Other *

Taxable: [ ] Yes [ ] No

[X] SALE [ ] Finance [ ] Lease [ ] Cash

Term: [ ] Months [ ] % Rate [ ] Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
2	JD	770G	New	New JD770G Motorgrader	
				Low Profile Cab/Air	
				14'Moldboard Rear Mounted Ripper/Scarifiers	
				Unit Price $ 401,169.00 ea.	$ 802,338.00
				Buyboard Discount - 30% Contract # 424-13	$ (240,701.40)
				Doggett Customer Discount - 3.6%	$ (28,884.17)
				Total Selling Price Units (All) :	$ 532,752.43
				Stock Number : Extended Warranty :	$ -

WARRANTY

[ ] Extended [ ] New [ ] Other*

[ ] Full Machine [X] EPT + Hyd [ ] EPT

Term: Months: 60 Hours: 5000

Notes / *Other

Extended Warranty Powertrain & Hydraulic 5 years 5000 hrs

Physical Address: _____

Less Applicable Rent :	$ -
Less Trade-in Value :	$ -
Taxable Amount :	$ 532,752.43
Ad valorem Tax:	$ -
Sales / Fuel Tax: 0.00%	$ -
Less Down Payment :	
Total Amount To Finance Or Pay Cash :	$ 532,752.43
Monthly Payments:	$ -

Salesman : Andy Ramos

Customer : _____

05/15/08

Product Training and Information

Bulletin

13MG12 | 27 September 2013

JOHN DEERE

Motor Grader Order Code & Configurator Changes Effective November 2013

REGION: United States, Canada, Latin America, Brazil, Russia, North Africa, South Africa, and Asia Pacific

ATTN: Sales Managers, General Managers, Parts Managers, and Service Managers

The features of the G-Series Motor Graders continue to deliver value to your customers with higher productivity, increased uptime, and lower daily operating costs. The purpose of this bulletin is to highlight the order code changes that will occur in **November 2013** in an effort to enhance and simplify the ordering process.

Recommendation: In order to familiarize yourself with these changes please log into Configurator at http://configurator.deere.com/cedDealer.html

For additional product information, please visit Info To Go online during the first quarter of 2014: http://dlrdoc.deere.com/infotogo/deere_const/construction_selection.html

NOTICE: The information contained in this document is CONFIDENTIAL and PROPRIETARY to Deere & Company and should NOT be disseminated beyond the dealer network. If you believe that it has been sent to you in error, do not read it. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited.

Listed are the code changes and the engine tier (Tier 2, Tier 3, Tier 3 Canada, FT4) of the engine they will affect: Note the order of Configurator has been modified as well to list the key codes first when ordering a Motor Grader.

Order ranges that have been eliminated (Tier 2, Tier 3, Tier 3 Canada, FT4)

- Circle wear inserts (codes 2210, 2220 & 2230): All nylon wear inserts (previous code 2210) now standard equipment (bronze wear inserts can be ordered from service)
- Batteries (codes 7510 & 7520): 1400 CCA batteries (previous code 7520) now standard equipment (1000 CCA batteries are no longer an option)
- Moldboard Extensions (codes 2420 & 2430) – Now are Special Equipment - Order as desired
  - 9465: 24 in. Right Hand Moldboard Extension replaces 2430
  - 9460: 24 in. Left Hand Moldboard Extension replaces 2420
- Reversible Overlay Endbits (code 2310) – Now are Special Equipment - Order as desired
  - 9450: Reversible Overlay End Bits
- Fast Fill Fuel System (code 1510) - Now is Special Equipment - Order as desired
  - 9475: Fast Fill Fuel System

New order codes (Tier 2, Tier 3, Tier 3 Canada, FT4)

- 7180: Premium Grading Lights (18 LED Lights)
- 5830: Oil Hydraulic All Season XR (***Required for Russia***)
- 9298: Beacon with Flip Down Cab Beacon Bracket (RH)
- 9299: Beacon with Flip Down Cab Beacon Bracket (LH)

New order codes (Tier 3 Canada, FT4)

- 8415: Premium Radio with Bluetooth and XM™ Ready

New order codes (FT4)

- 1140: FT4 Engine
- 1830: FT4 Black Stack
- 1840: FT4 Chrome Stack
- 1235: 130 Amp Alternator
  - Available only with lighting package code 7110
- 1240: 200 Amp Alternator
  - Available with one of the lighting package codes 7130, 7160 or 7180
- 9395: Adjusting Rotary Ejector Precleaner
- 9273: Right Side Engine Work Light
- 9390: Heavy Duty Air Cleaner (670/672 only)
  - This air cleaner is standard equipment on the 770, 772, 870 & 872 FT4 offerings

Custom job created (Tier 2, Tier 3, Tier 3 Canada, FT4)

- Custom Job # 50a1 (replaces code 5045): Tall cab with fixed lower front and opening side windows

Note: All FT4 and Russian configurations will include codes 1610 Hydraulic Pump Disconnect and 5710 Transmission Solenoid Guard. This is to better align our Motor Grader configurations to support the working conditions in these locations.

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JOHN DEERE

Equipment Details

Dealership: Andres Ramos
DOGGETT HEAVY MACH SERV LLC
705 E NOLANA LOOP
PHARR, TX 785779535
Phone: 9567870001

Date November 05, 2013

All amounts are displayed in USD

770G MOTOR GRADER

Code	Description	Qty	List Price
8460T	770G MOTOR GRADER		$289,750.00

Options

Required Items:

	FOB Davenport, Ia. "As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order"		
1010	770G with Standard Hydraulic Controls	1	In Base Price
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions (245 Net Peak hp)	1	$47,208.00

For use only in areas where EPA Final Tier 4 is required.
Requires engine exhaust code 1830 or 1840.

Automatic Exhaust Filter Regeneration
Series Turbo Chargers
Cooled Exhaust Gas Recirculation
4 Valves / Cylinder
Wet Sleeve Cylinder Liners
Auto-Idle and Programmable Auto-Shutdown
Automatic Starter Overload Protection
Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible
Electric Fuel Priming System
10-Micron Primary Fuel Filter/Water Separator, 500 hour
2-Micron Final Fuel Filter, 500 hour
Inline Fuel Strainer
Spin-on Oil Filter, 500 hour
Oil crankcase filter, Lifetime
Auto-Tensioned Serpentine Belt
Under Hood Dual Element Air Cleaner with Restriction Indicator
Engine Intake Rotary Ejector Precleaner

1830	Engine Exhaust with Flat Black Stack for 9.0L (EPA FT4 only)	1	In Base Price

Requires engine code 1140.

2575	No Topcon Grade Control Base Kit Installed	1	In Base Price
2775	No Topcon Radio Installation	1	In Base Price
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	1	In Base Price

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.

Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.
Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

2840	Heavy Duty Dual Input Gearbox with Slip Clutch	1	$3,852.00

Heavy duty dual input gearbox is an industry exclusive and provides significant improvements in circle drive component durability. The heavy duty dual input circle drive gearbox provides comparable circle torque and circle rotate speed as the single input circle drive gearbox. The heavy duty dual input circle drive gearbox will significantly enhance uptime for the customer and is recommended for applications that frequently use the circle rotate function while under heavy load.

Slip clutch protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive gearbox assembly and allows the circle frame to rotate, avoiding damage to the machine, when the end of the moldboard comes in contact with an immovable object.

7110	Transporting Lights (4 Halogen Transport Lights)	1	In Base Price

Includes 2-high and 2-low beam halogen headlights.

5020	Low Cab w/ Fixed Lower Front and Side Windows	1	In Base Price
8820	No Rear Camera	1	In Base Price
8510	Air Conditioner Refrigerant Charged	1	In Base Price
8210	Exterior Mounted Rearview Mirrors	1	In Base Price
8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1	In Base Price
8410	AM/FM Radio with Aux and Weather Band (WB)	1	$876.00
8310	Lower Front Intermittent Wiper & Washer	1	$596.00
6010	Powered Cab Air Precleaner	1	$824.00

Powered Cab Precleaner pre-filters outside air to significantly extend cab filter life.

6130	Premium Heated, Leather/Fabric, High-Wide Back, Air Suspension Seat with Armrests	1	$661.00

For use with cab codes 5020, 5025, 5030 & 5035.
This seat does not include a headrest. If a headrest is desired, please order AT361342 from service parts.

* 1235	130 amp Alternator	1	$367.00

REFER to CODE NOTICE 1

BB-1220

	Requires engine code 1140.		
2070	14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	1	$1,779.00
	Requires engine code 1120, 1125 or 1140.		
1910	Blade Impact Absorption System	1	$3,222.00
	Protects Moldboard and draft frame from impacts with Stationary objects		
5510	Autoshift Transmission	1	$1,669.00
6510	Base Hydraulics - 4 Function Controls	1	In Base Price
	Requires configuration code 1010. Base Functions: Rear Steer, Circle Side shift, Wheel Lean & RH Blade Lift w/ Float.		
6620	Base Hydraulics w/ 1 Auxiliary Function Control	1	$1,303.00
	Requires code 1010. Base Functions plus 1 function w/float control and lines for Ripper or auxiliary application. For Use with Rear Ripper/Scarifier Combination.		
5810	Oil, SAE 10W30	1	In Base Price
1310	Quick Service Group	1	$463.00
1410	Standard Fuel & Water Filtration	1	In Base Price
1610	Hydraulic Pump Disconnect	1	$167.00
	Required with engine code 1140. Required for Canada and Russia.		
5710	Transmission Solenoid Valve Guard	1	$190.00
	Required with engine code 1140. Required for Canada and Russia. Recommended for snow plowing applications		
6710	Front Push Block	1	$3,732.00
6810	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin	1	$15,833.00
	Includes Rear mounted Ripper/Scarifier with rear hitch and pin. NeverGrease Pin Joints. Three 2 x 5 in. Ripper Shanks w/teeth. Does not include Scarifier Shanks w/teeth (offered in code 9430: (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier) Can not be used with codes 6550, 6560 or 6610. Recommend Front Push Block (or other front equipment) for proper weight distribution and performance.		
4626	17.5 R 25 Inch G3/L3 Single Star XHA Michelin Radial Tires w/ 3 pc. Rims	1	$28,677.00
	Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 8048 lbs.		
7820	No Front Fenders	1	In Base Price
8730	No Sound Absorption Package	1	In Base Price

Requires engine code 1140.

2605	English Labels and Decals	1	No Charge

Configuration Total: **$401,169.00**

Summary

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
770G MOTOR GRADER	1	$401,169.00	$401,169.00

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Doggett Machinery Services[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Doggett Machinery Services
Address:	1010 North Loop East n/a Houston, TX 77029
Phone Number:	(713) 679-6700
Email:	bill.talbot@doggett.com
Website:	http://www.rushequipmentcenter.com
Federal ID:	20-3694220
Contact:	Bill Talbot
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	424-13
Additional Dealers:	Doggett Machinery Services, Baton Rouge LA; Yellowhouse Machinery Co, Amarillo TX; Murphy Tractor & Equipment Co, Wichita KS; Tom Growney Equipment, Albuerque NM; I Equipment Co, Irving TX; Colorado Machinery, Pueblo West CO; Pape Machinery, Sacra CA
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Doggett Machinery Services[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Show 25 results Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Doggett Machinery Services	Hourly Labor Rate for Repair/Service of Construction, Street, Road & Bridge Repair Equipment ($110.00 per hour in shop, $125.00 per hour in field, service call out fee $385.00, first 100 miles thereafter $2.50 from closest dealer)	N/A	$110.00		Add Show Details
Doggett Machinery Services	Hourly Labor Rate for Installation of Construction, Street, Road & Bridge Repair Equipment ($110.00 per hour in shop, $125.00 per hour in field, service call out fee $385.00, first 100 miles thereafter $2.50 from closest dealer)	N/A	$110.00		Add Show Details
Doggett Machinery Services	30% Discount Off John Deere pricelist for Wheel Excavators	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	30% Discount Off John Deere pricelist for Mounted Excavators	N/A	$0.00		Add Show Details
Doggett Machinery Services	30% Discount Off John Deere pricelist for Motor Graders	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	27% Discount Off John Deere pricelist for Backhoe/Loaders	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	18% Discount Off John Deere pricelist (18% to 28% discount) for Wheel Loaders	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	18% Discount Off John Deere pricelist (18% to 28% discount) for Track & Wheel Material Handlers	N/A	$0.00		Add Show Details
Doggett Machinery Services	18% Discount Off John Deere pricelist (18% to 28% discount) for Multi Terrain Loaders	N/A	$0.00		Add Show Details
Doggett Machinery Services	18% Discount Off John Deere pricelist (18% to 28% discount) for Integrated Tool Carriers	N/A	$0.00		Add Show Details
Doggett Machinery Services	15% Discount Off John Deere pricelist for Track Loaders	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	15% Discount Off John Deere pricelist for Mini Excavators	N/A	$0.00		Add Show Details
Doggett Machinery Services	15% Discount Off John Deere pricelist (15% to 22% discount) for Tracked Excavators	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	12% Discount Off John Deere pricelist for Wheel Dozers	N/A	$0.00		Add Show Details
Doggett Machinery Services	12% Discount Off John Deere pricelist for Waste Handling Wheel Loaders & Landfill Compactors	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	10% Discount Off Kent pricelist for Paving Breakers & Milling Machines	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	10% Discount Off Kent pricelist for Jack Hammers	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	10% Discount Off Kent pricelist for Hydraulic Hammers	Pricing Sheet	$0.00		Add Show Details
Doggett Machinery Services	10% Discount Off John Deere pricelist for Articulated Trucks	Pricing Sheet	$0.00		Add Show Details

Current Date 19Apr2013

770G MOTOR GRADER

770G Standard Equipment
*New
VEHICLE COOLING:
*Swing-Out, Cool-On-Demand, Automatic Reversing Hydraulic Fan (32 In.)
Enclosed Engine Fan and Fan Drive Guarding (Conforms to ISO 3457)
*Swing-Out Heavy Duty Coolers for (Transmission, Axle, Hydraulic and A/C Condenser)
Aluminum 8 Fin/Inch Transmission Oil Cooler
Aluminum 8 Fin/Inch Axle Oil Cooler
Aluminum 8 Fin/Inch Hydraulic Oil Cooler
Stationary Aluminum 8 Fin/inch Charged Air Cooler
*Stationary Aluminum 10 Fin/Inch Radiator
*Stationary 7 Fin/inch Fuel Cooler
Engine Coolant Surge Tank
Cool-Gard II Extended Life Engine Coolant -34 Degrees F (-37 Degrees C)

TRANSMISSION:
John Deere Powershift Plus Direct Drive, Countershaft Powershift
Event Based Shifting (EBS) - Load Sensing Electronic Shift Modulation
Over speed Protection
Quick Disconnect Pressure Ports
Matched 8 Forward and 8 Reverse Speeds
Industry Standard U-Shape Shift Pattern
Transmission Neutral Lock with Park Start Safety Switch
Rubber Isolation Mounting to

*Electronic Throttle Control with Auto / Manual Modes
15 Amp (24 V to 12 V W/ Continuous 10 amps) Converter and (2) Power Ports
(1)Interior and (2)Exterior Mounted Rearview Mirrors (Conforms to SAE J985)
Air Vents on all Front and side Tinted Windows
Fixed Lower Front Tinted Window
Rear Window Electric Defroster
Laminated Upper Front Tinted Window w/ Sun Shade Band
Upper Front and Rear Windshield Washers with Intermittent Wipers
Molded Floor Mat
Coat Hook
Universal RH & LH Mounting Bracket
Cooler/Lunch Box Storage with Cup Holder
Operator Manual Storage
Provisions for mounting a Slope-Meter No.2 NS
ELECTRICAL:
24 Volt System
100 Amp Alternator
Bypass Start Safety Cover on Starter
All Light and Wiper Switches have Solid State Electrical Power Distribution System
Batteries (2), 1400 CCA with 440 Minute Reserve Capacity
Positive Terminal Battery Covers
Ground Level Electrical Master Disconnect Switch
Electric Fuel Shut off Switch
Driving Lights - 2-high and

Independent Hyd. reservoir, naturally aspirated tank with Sight Glass
Independent Main Hydraulic, oil lube, filtration cooling system with:
57 GPM Main Hydraulic Axial Piston Pump
O-Ring Face Seal Connectors
Float control included with blade lifts
*2000 Hour Vertical Spin-On Filter

STRUCTURE:
Main Frame with:
Double Ball-N-Socket Pivot Connection .
Snow Wing Ready Frame
*Midmount Scarifier Ready

*IGC Mount Ready
*Tapered Roller Bearing in Bottom Articulation Joint
*Tapered Roller Bearing King Pins on Front Axle
*Lift Eyes
Tiedowns
*(20) NeverGrease Pin Joints for Saddle Linkage, Blade Tilt, Rear Steering and Lean Cylinders
MOLD BOARD:
Patented Pre-Stressed 12 Ft. x 24 In. x 7/8 In. (3.66 M x 610 mm x 22 mm)
Mold Board with:
6 In. x 5/8 In. (152 x 16 mm) Cutting Edge
5/8 in. Reversible End Bits
Quick Change Circle Wear Inserts
Quick Change and Adjustable Heavy Duty Mold Board Side Shift Wear Inserts
*Single Input Circle Drive

Console with 5 ¼ Lock to Lock Power Steering

Machine Settings
Diagnostics
Monitor Settings

Vehicle Side Reflectors

HYDRAULIC SYSTEM:
PCLS (Pressure Compensating Load Sensing) Hydraulic System

Required - *You must select one from each category*

BASE MACHINE

FOB Davenport, Ia.

"As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order"

Description	Code	Price
770G MOTOR GRADER	8460T	$289,750.00

MACHINE CONFIGURATION

Description	Code	Price
770G with Standard Hydraulic Controls	1010	In Base Price
770GP with Grade Pro Controls	1020	$27,456.00

Grade Pro Armrest Controls Include:
* Fingertip controls with industry standard control pattern
* Automated Cross Slope control
* Integrated grade control (Contact TOPCON, Trimble, or Leica for full install requirements)
* Return-to-Straight
* Armrest steering control AND conventional steering wheel

Grade Pro Includes Codes 6140 Seat and 6650 Grade Pro Controls, and Requires code 1220 Alternator or 1230 Alternator (IT4) and 5060 Cab.

GRADE CONTROL

Description	Code	Price
Topcon Grade Control Base Kit Installed	2500	$7,998.00

Base kit is factory installed and includes additional brackets & wiring harnesses that further enhance and simplify the addition of a Topcon grade control system. This also enables the Topcon 3D-MC2 Grade Control Systems to be ordered.

No Topcon Grade Control Base Kit Installed	2575	In Base Price

TOPCON GRADE CONTROL SYSTEM

Kit includes the following equivalent parts from Topcon 3DMC2 system:

Kit, GX-60 GPS
Kit, Common 3D Grader GPS JD IGC "GP"
Assy, MC-R3 NO-OAF
OEM, Antenna Config Kit
OAF Bundle, MC-R3 GGD 3DMC2
Password, MC-R3 Full Auto
Assy, IMU MC(2) Sensor

Kit, JD GP MC2/Slope/Mainfall Bolt
Assy, GX60 To J.D. G-Series Console 20 In
Full Assembly and Final Calibration On Site

Topcon Grade Control Base Kit Installed (code 2500) contains MC2 sensor bracket and cable.
GX-60 bracket is also included.

Description	Code	Price
Topcon 3DMC2 Single Antenna with 915SS Radio	2710	In Referral Price
Topcon 3DMC2 Single Antenna with 915SS GSM Radio	2711	In Referral Price
Topcon 3DMC2 Single Antenna with UHF Radio	2712	In Referral Price
Topcon 3DMC2 Single Antenna with UHF GSM Radio	2713	In Referral Price
Topcon 3DMC2 Single Antenna with UHF Sprint Radio CDMA	2714	In Referral Price
Topcon 3DMC2 Single Antenna with UHF Verizon CDMA Radio	2715	In Referral Price
Topcon 3DMC2 Twin Antenna with 915SS Radio	2730	In Referral Price
Topcon 3DMC2 Twin Antenna with 915SS GSM Radio	2731	In Referral Price
Topcon 3DMC2 Twin Antenna with UHF Radio	2732	In Referral Price
Topcon 3DMC2 Twin Antenna with UHF GSM Radio	2733	In Referral Price
Topcon 3DMC2 Twin Antenna with Sprint CDMA Radio	2734	In Referral Price
Topcon 3DMC2 Twin Antenna with Verizon CDMA Radio	2735	In Referral Price
No Topcon Radio Installation	2775	In Base Price

MACHINE CONNECTIVITY

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract.

Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

Description	Code	Price
JDLink Ultimate Cellular for the Americas, excluding Costa Rica Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation. Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.	1700	In Base Price
JDLink Ultimate Satellite for the Americas, excluding Costa Rica	1701	$1,566.00

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.

Includes 3 year dual mode subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.
Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

No JDLink Ultimate	1741	No Charge

ENGINE

Description	Code	Price
John Deere PowerTech PSX 9.0L meets EPA IT4 / EU Stage IIIB Emissions (245 Net Peak hp)	1130	$30,385.00

New code 1140
Refer to code notice
$47,208.00

NOTE:
* Requires engine exhaust code 1830 or 1840.
* For use only in areas where EPA Interim Tier 4/EU Stage IIIB is required.

Series Turbo Charged
Automatic Exhaust Filter Regeneration
4 Valves / Cylinder
Wet Sleeve Cylinder Liners
*Programmable Auto-Idle and Auto-Shutdown
*Selected Idle Adjustment from 900-1250 RPM
*Starter Protection
Electronically Controlled Fuel Delivery System
*Electrical Fuel Priming System
Automatic Derating for Exceeded System Temperatures
Under Hood Dual Element Air Cleaner with Restriction Indicator
Under Hood Prescreened Air Intake
Curved Exhaust Stack
10-Micron Primary 500 hour Fuel Filter/Water Separator
2-Micron Vertical Spin-On Final 500 hour Fuel Filter
Inline Fuel Strainer
Auto Tensioner Serpentine Belt
500 Hour Vertical Spin-on Oil Filter
Engine Rotary Ejector Precleaner

John Deere PowerTech Plus 9.0L meets EPA Tier 3 / EU Stage IIIA Emissions (230 Net Peak hp)	1120	In Base Price

NOTE:
* Requires severe duty filter code 1420.
* Requires engine exhaust code 1820.
* For use only in areas where EPA Tier 3/EU Stage IIIA is required. Not for use in United States."

Variable-Geometry Turbocharger
Cooled Exhaust Gas Recirculation
Electrical Fuel Priming System
Rubber Isolation Mounting to Reduce Noise and Vibration
Wet Sleeve Cylinder Liners
No power Derating up to 10,000 ft Altitude
Charge Air Cooler (Air to Air)
Automatic Derating for Exceeded System Temperatures
Programmable Auto-Shutdown
Starter Protection
Inline Fuel Strainer
10-Micron Primary 500 hour Fuel Filter/Water Separator with Electronic Sensor
2-Micron Vertical Spin-On 500 hour Final Fuel Filter
Serpentine Belt with Auto Tensioner

500 Hour Vertical Spin-on Oil Filter
Engine Rotary Ejector Precleaner
Dual Air Cleaner Elements
Self Draining Muffler with Curved Stack

John Deere PowerTech 9.0L meets EU Stage II emissions (230 Net Peak hp)	1110	($3,568.00)

NOTE:
* Requires severe duty filter code 1420.
* Requires engine exhaust code 1810.
* For use in areas where EPA Tier 3/EU Stage IIIA or EPA Interim Tier 4/EU Stage IIIB is not required.

For sale in markets not subject to current US EPA or EU nonroad emission regulations.

Rubber Isolation Mounting to Reduce Noise and Vibration
Wet Cylinder Sleeve Liners
Glow Plugs
Charge Air Cooler (Air to Air)
Programmable Auto-Shutdown
Automatic Derating for Exceeded System Temperatures
2-Micron Vertical Spin-On Final 500 hour Fuel Filter
10-Micron Primary 500 hour Fuel Filter/Water Separatorwith Electronic Sensor
Inline Fuel Strainer
Starter Protection
Serpentine Belt with Auto Tensioner
500 Hour Vertical Spin-on Oil Filter
Engine Rotary Ejector Precleaner
Dual Air Cleaner Elements
Self Draining Muffler with Curved Stack

ENGINE EXHAUST

Description	Code	Price
Engine Exhaust with Flat Black Muffler for 9.0L	1820	In Configuration

NOTE: Requires code 1110 or 1120

Engine Exhaust with Flat Black Stack for 9.0L (EPA IT4/EU Stage IIIB only)	1830	In Base Price

NOTE:
* Requires engine code 1130.

Engine Exhaust with Chrome Stack for 9.0L (EPA IT4/EU Stage IIIB only)	1840	$627.00

NOTE:
* Requires engine code 1130.

CIRCLE DRIVE GEARBOX

Description	Code	Price
Single Input Gearbox without Slip Clutch	2810	In Base Price
Single Input Gearbox with Slip Clutch	2820	$2,451.00

Protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive assembly and allows the circle frame to rotate, avoiding damage to the machine, when the end of the moldboard comes in contact with an immovable object.

Cannot be used with code 2220 inserts

Heavy Duty Dual Input Gearbox without Slip Clutch	2830	$1,401.00
Heavy duty dual input gearbox is an industry exclusive and provides significant improvements in circle drive component durability. The heavy duty dual input circle drive gearbox provides comparable circle torque and circle rotate speed as the single input circle drive gearbox. The heavy duty dual input circle drive gearbox will significantly enhance uptime for the customer and is recommended for applications that frequently use the circle rotate function while under heavy load.		
Heavy Duty Dual Input Gearbox with Slip Clutch	2840	$3,852.00
Heavy duty dual input gearbox is an industry exclusive and provides significant improvements in circle drive component durability. The heavy duty dual input circle drive gearbox provides comparable circle torque and circle rotate speed as the single input circle drive gearbox. The heavy duty dual input circle drive gearbox will significantly enhance uptime for the customer and is recommended for applications that frequently use the circle rotate function while under heavy load.		
Protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive assembly and allows the circle frame to rotate, avoiding damage to the machine, when the end of the moldboard comes in contact with an immovable object.		
Cannot be used with code 2220 inserts		

FUEL FILTRATION

Description	Code	Price
Standard Fuel & Water Filtration	1410	In Base Price
Severe Duty Fuel & Water Filtration System	1420	$470.00
NOTE: For use where fuel quality is questionable and/or additional water separation is required. Filter base contains fuel heater.		

FAST FILL FUEL SYSTEM

Description	Code	Price
Fast Fill Fuel System	1510	$2,419.00
150 gpm fill rate.		
NO FAST FILL FUEL SYSTEM	1520	In Base Price

HYDRAULIC PUMP DISCONNECT

Description	Code	Price
Hydraulic Pump Disconnect	1610	$167.00
No Hydraulic Pump Disconnect	1620	In Base Price

ALTERNATOR

Refer to Code Notice

Description	Code	Price
100 amp Alternator	1210	In Base Price
130 amp Alternator	1220	$367.00
New Code	1225	
150 amp Alternator	1230	$601.00
NOTE:		

* Requires engine code 1130.

QUICK SERVICE GROUP

Description	Code	Price
Quick Service Group	1310	$463.00
No Quick Service Group	1320	In Base Price

OPERATOR STATION

Description	Code	Price
Low Cab w/ Fixed Lower Front and Side Windows	5020	In Base Price
Low Cab w/ Fixed Lower Front and Side Opening Windows	5025	$826.00
Low Cab w/ Lower Front and Side Opening Windows Includes Roof Wiring Harness for Lighting, Beacon, Precleaner and Heated Mirrors	5030	$1,107.00
Grade Pro Low Cab w/ Lower Front and Side Opening Windows NOTE: * Requires codes 1020 and 6140. * Requires (1) T244325 bracket to optionally move monitor to the RH door post.	5060	In Configuration
Tall Cab w/ Lower Fixed Front and Side Opening Windows	5045	$1,595.00

SOUND ABSORPTION PACKAGE

Description	Code	Price
Sound Absorption Package NOTE: REQUIRES ENGINE CODE 1110 OR 1120	8710	$736.00
No Sound Absorption Package NOTE: REQUIRES ENGINE CODE 1110 OR 1120	8720	In Base Price
No Sound Absorption Package NOTE: REQUIRES ENGINE CODE 1130	8730	In Base Price

REAR CAMERA

Description	Code	Price
Rear Camera	8810	$2,692.00
No Rear Camera	8820	In Base Price

AIR CONDITIONER SYSTEM

Description	Code	Price
Air Conditioner Refrigerant Charged	8510	In Base Price
Air Conditioner Refrigerant NOT Charged	8520	No Charge

For Export only to allow cab removal for shipping in containers.

EXTERIOR MIRRORS

Description	Code	Price
Exterior Mounted Rearview Mirrors	8210	In Base Price
Heated Exterior Mounted Rearview Mirrors	8220	$508.00

POWER CONVERTER

Description	Code	Price
24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	8110	In Base Price
24-to-12 Volt Converter (30 amps peak / 25 amps continuous) Recommend code 8120 for additional 12 volt needs, such as business band or CB radios	8120	$419.00

RADIO

Description	Code	Price
AM/FM Radio with CD and Weather Band (WB)	8410	$876.00
No Radio	8420	In Base Price

LOWER FRONT WINDOW WIPER & WASHER

Description	Code	Price
Lower Front Intermittent Wiper & Washer	8310	$596.00
Less Lower Front Window Wiper & Wiper	8320	In Base Price

SEAT

Description	Code	Price
Standard Fabric Air Suspension Seat with Armrests and Headrest For use with cab codes 5020, 5025, 5030 & 5045.	6120	In Base Price
Premium Heated, Leather/Fabric, High-Wide Back, Air Suspension Seat with Armrests For use with cab codes 5020, 5025, 5030 & 5045. This seat does not include a headrest. If a headrest is desired, please order AT361342 from service parts.	6130	$661.00
Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat Requires codes 1020 and 5060. This seat does not include a headrest. If a headrest is desired, please order AT361342 from service parts.	6140	In Configuration

CAB AIR PRECLEANER

Description	Code	Price
Powered Cab Air Precleaner	6010	$824.00
NOTE: Powered Cab Precleaner pre-filters outside air to significantly extend cab filter life.		
No Powered Cab Air Precleaner	6030	In Base Price

TRANSMISSION

Description	Code	Price
Autoshift Transmission	5510	$1,669.00
Manual Shift Transmission (no Autoshift)	5520	In Base Price

TRANSMISSION SOLENOID GUARD

Description	Code	Price
Transmission Solenoid Valve Guard	5710	$190.00
Recommended for snow plowing applications		
NO Transmission Solenoid Valve Guard	5720	In Base Price

LIGHTING PACKAGE

For raised front lights order code 9270 Tall Front Light Bar.

Description	Code	Price
Transporting Lights w/LED Signal and Marker Lights (4 Halogen Transport lights)	7110	In Base Price
Includes 2-high and 2-low beam halogen headlights with LED turn signals on bar, LED rear turn signals mounted on rear grille, front and rear LED marker lights, LED brake lights AND LED hazard warning lights		
GRADING LIGHTS (10 HALOGEN LIGHTS)	7130	$976.00
Includes code 7110 Transporting Halogen w/ LED Signal and Marker Lights, plus (6) Work lights: (2) on bottom of cab, (2) on midframe, and (2) reversing lights on rear grill.		
DELUXE GRADING LIGHTS (16 HALOGEN LIGHTS)	7150	$1,420.00
NOTE: * Includes code 7130 Grading Lights plus (6) additional work lights: (4) Corner Cab Work Lights and (2) Front Cab Work Lights. * Requires code 1220 130 amp Alternator or 1230 150 amp Alternator (IT4).		
DELUXE GRADING LIGHTS w/ 2 additional RH Cab Roof Lights (18 HALOGEN LIGHTS)	7160	$1,543.00
NOTE: * Requires alternator code 1220 or 1230. * Includes code 7150 Deluxe Grading Lights w/ LED Colored Lights and (2) Additional Rightside Work Lights.		

MOLDBOARDS W/DURA-MAX CUTTING EDGES & END BITS

Description	Code	Price

12 Ft. x 24 In. x 7/8 In. (3.66 M x 610 mm x 22 mm) with 6 In. x 5/8 In. (152 x 16 mm) Cutting Edge and 5/8 in. (16mm) Hardware	2010	In Base Price
12 Ft. x 24 In. x 7/8 In. (3.66 M x 610 mm x 22 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	2020	$355.00
12 Ft. x 27 In. x 1 In. (3.66 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	2030	$907.00
13 Ft. x 27 In. x 1 In. (3.96 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	2040	$1,082.00
14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 6 In. x 5/8 In. (152 x 16 mm) Cutting Edge and 5/8 in. (16mm) Hardware	2050	$1,206.00
14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	2060	$1,396.00
14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware NOTE: Requires engine code 1120 or 1130.	2070	$1,779.00
14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 3/4 in. (19mm) Hardware Requires engine code 1120 or 1130.	2080	$1,819.00

REVERSIBLE OVERLAY END BITS

Description	Code	Price
Reversible Overlay End Bits Not avaible for unit 3R & 48.	2310	$454.00
No reversible Overlay End Bits	2320	In Base Price

MOLDBOARD EXTENSIONS

Description	Code	Price
No Moldboard Extensions	2410	In Base Price
24 in. Left Hand Moldboard Extension Requires Moldboard code 2060,2070,2080 or 2081. Not available for units 3R & 48.	2420	$1,975.00
24 in. Right Hand Moldboard Extension NOTE: * Requires Moldboard code 2060, 2070, 2080, or 2081. * Can be orderded by units 3R & 48 only on 770, 772, 870, and 872G Graders. * Available to all other units with no restrictions.	2430	$1,975.00

BLADE IMPACT ABSORPTION SYSTEM

Description	Code	Price
Blade Impact Absorption System Protects Moldboard and draft frame from impacts with Stationary objects	1910	$3,222.00
No Blade Impact Absorption System	1920	In Base Price

QUICK CHANGE CIRCLE WEAR INSERTS

Description	Code	Price
Nylon Wear Inserts w/o Slip Clutch Recommended for Higher Circle Torque.	2220	In Base Price
Nylon Wear Inserts w/Clutch Requires code 2820 Single Input Gearbox with Slip Clutch or code 2840 Heavy Duty Dual Input Gearbox with Slip Clutch. Recommended for higher circle torque when used with a slip clutch.	2230	$260.00
Extended Life Bronze Wear Inserts NOTE: Recommended for applications in abrasive material.	2210	$595.00

HYDRAULIC CONTROLS - RIGHT SIDE

Description	Code	Price
STANDARD HYDRAULIC CONTROLS Industry standard manual hydraulic controls. Includes valves, control levers, and plumbing.		
Base Hydraulics - 4 Function Controls Requires code 1010. Base Functions: Rear Steer, Circle Side shift, Wheel Lean & RH Blade Lift w/ Float.	6510	In Base Price
Base Hydraulics w/ 1 Auxiliary Function Control Requires code 1010. Base functions plus 1 function w/float control - front plumbing and hoses for Scarifier or auxiliary applicaton. For Use with Front Scarifier.	6520	$1,481.00
Mid Mount Scarifier Base Hydraulics w/ 1 Auxiliary Function Control Requires Mid Mount Scarifier code 6730 and 1010. Midmount scarifier base hydraulics with 1 auxilliary function control with float control for mid mount scarifier. For use with mid mount scarifier.	6525	$1,680.00
Base Hydraulics w/2 Auxiliary Function Controls Requires code 1010. Base functions plus 2 functions w/float control - front plumbing and hoses for Scarifier and/or auxiliary application. For Use with Front Scarifier.	6530	$2,795.00
Base Hydraulics w/ 3 Auxiliary Function Controls Requires code 1010.	6540	$4,108.00

w/ float control and rear plumbing for Scarifier / Ripper and/or front, mid or rear auxiliary applications.
Auxiliary functions have reconfigurable controls.

Grade Pro Controls w/1 Front Auxiliary Function and 3 Rear Auxiliary Functions with Right and Left hand Controllers and 2 Miniature Multi Axis Joysticks Requires code 1020. Base Functions plus 4 auxiliary functions - 1 front and 3 rear with float control and plumbing for Scarifier/Ripper and/or front, mid and rear auxiliary applications. Auxiliary functions have reconfigurable controls.	6590	$5,926.00
Grade Pro Controls w/3 Front and 3 Rear Auxiliary Function Controls with Right and Left hand Controllers and 2 Miniature Multi Axis Joysticks Requires code 1020. Base Functions plus 6 auxiliary functions-3 front and 3 rear with float control on 4 functions, and includes front and rear plumbing for 2 Functions each. Auxiliary functions have reconfigurable controls.	6595	$8,888.00

HYDRAULIC CONTROLS - LEFT SIDE

Description	Code	Price
Base Hydraulics- 4 Function Controls Requires code 1010. Base Functions: LH Blade Lift w/ Float, Blade Side shift, Circle Rotate, Blade Tilt.	6610	In Base Price
Base Hydraulics w/ 1 Auxiliary Function Control Requires code 1010. Base Functions plus 1 function w/float control and lines for Ripper or auxiliary application. For Use with Rear Ripper/Scarifier Combination.	6620	$1,303.00
Base Hydraulics w/2 Auxiliary Function Control Requires code 1010. Base functions plus 2 functions w/float control and lines for Ripper and/or auxiliary application. For Use with Rear Ripper/Scarifier Combination.	6630	$2,629.00
Base Hydraulics w/ 3 Auxiliary Function Control Requires code 1010. Base Functions plus 3 functions-(2) with and (1) w/o Float Control, and lines for Ripper and/or auxiliary application. For Use with Rear Ripper/Scarifier Combination.	6640	$3,942.00
Grade Pro Controls - Left Side NOTE: * Requires code 1020. * Accompanies GRADE PRO CONTROLS - RIGHT SIDE order code selection.	6650	In Configuration

HYDRAULIC OIL

Description	Code	Price
Oil, SAE 10W30	5810	In Base Price
AW46 All Season Hydraulic Oil	5820	$289.00

Hydraulic system only.
Provides working range of -40 C (-40 F) to 40 C (104 F)

Hydraulic Oil, ISO 46	5860	$106.00

NOTE:
* Requires Engine Code 1110 or 1120.
* Required for unit 3R.

FRONT ATTACHMENTS

Description	Code	Price
Less Front Attachment	6750	In Base Price
Front Push Block	6710	$3,732.00
Front Scarifier	6720	$8,047.00

Includes Front Hydraulics, plumbing and hoses
Scarifier with 2 pitch positions and 9 shank pockets
Five 1 x 3 inch Scarifier Shanks w/teeth
If additional shanks are desired order (1) each of T6Y5230 Tooth, T114792 Shank and T104223 Retainer for each set.
Can not be used with 6550 Hydraulics.

Mid-Mount Scarifier with Integrated Front Push Plate	6730	$14,346.00

NOTE:
* Requires code 6525 or 6526 Hydraulics.
* Mid-Mount Scarifier with Push Block Can not be used with Front Scarifier.
* Not for use with Front Fenders Code 7810.
* Recommend Rear Counterweight for better machine balance.

Balderson Style Front Lift Group	6740	$6,415.00

NOTE:
* Requires Hydraulic code 6520, 6530, 6540, 6560, 6580, 6585, 6590, or 6595.
* (2) AT367896 Mating Hooks from Parts are available to convert old front attachments to the Bladerson-style lift group.

Front-Mounted Dozer Blade, 97 in. x 37.6 in. (2464 mm x 955 mm)	6770	$8,793.00

Requires one of the following control valve codes: 6520, 6530, 6540, 6560, 6580, 6585, 6590 or 6595.
Requires one of the following 14.0 x 24 tire codes: 4000, 4312, 4313, 4317, 4318, 4411, 4412, 4416, 4417, 4421, 4422, 4426, or 4427

Front-Mounted Dozer Blade, 105 in. x 37.6 in. (2667 mm x 955 mm)	6780	$8,957.00

Requires one of the following control valve codes: 6520, 6530, 6540, 6560, 6580, 6585, 6590 or 6595

Cannot be ordered with 4810 (550)

Front-Mounted Dozer Blade, 115 in. x 37.6 in. (2921 mm x 955 mm)	6790	$9,209.00

Requires one of the following control valve codes: 6520, 6530, 6540, 6560, 6580, 6585, 6590 or 6595
Requires 550/65R25 tire code: 4810.

REAR ATTACHMENTS

Description	Code	Price

No Rear Attachment	6850	In Base Price
Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin Includes Rear mounted Ripper/Scarifier with rear hitch and pin. NeverGrease Pin Joints. Three 2 x 5 in. Ripper Shanks w/teeth. Can not be used with codes 6550, 6560 or 6610.	6810	$15,833.00
Rear Counterweight with Rear Hitch and Pin 1600 lbs.(725.7 kg.) Rear Counterweight. Recommend for use with Front / Mid Scarifier.	6820	$2,361.00
Rear Hitch and Pin Not for use with Rear Ripper/Scarifier.	6830	$455.00

SIX TIRES AND RIMS

All Tires are Tubeless unless stated differently and include rims. Each selection includes a set of 6 tire/rim assemblies. All tires are mounted on 1 pc rims unless stated otherwise.
LOAD RATING SHALL BE MATCHED FOR EQUIPMENT WEIGHT.

Description	Code	Price
14.0 - 24 In. 12 PR SGG Firestone G2 Bias Tires w/ 3 pc. Rims Bias Ply Tires: Maximum per tire load 6800 lbs.	4317	$15,638.00
14.0 - 24 In. 12 PR Titan G2 Bias Tires w/ 3 pc. Rims Bias Ply Tires: Maximum per tire load 6800 lbs.	4318	$8,625.00
14.0 R 24 Inch G2/L2 Single Star XGLA2 Michelin Radial Tires w/ 1 pc. Rims Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 7828 lbs.	4411	$19,777.00
14.0 R 24 Inch G2/L2 Single Star VUT Bridgestone Radial Tires w/ 1 pc. Rims Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 7828 lbs.	4412	$17,686.00
14.0 R 24 Inch G2/L2 Single Star XGLA2 Michelin Radial Tires w/ 3 pc. Rims Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 7828 lbs.	4416	$21,828.00
14.0 R 24 Inch G2/L2 Single Star VUT Bridgestone Radial Tires w/ 3 pc. Rims Radial Tires:	4417	$19,736.00

Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 8048 lbs.		
17.5 R 25 Inch L2 Single Star TGD2 Titan Radial Tires w/ 3 pc. Rims	4618	$15,422.00
17.5R25 1 Star GP2B L3/G3 6S TL Goodyear Radial Tire	4619	$20,249.00
17.5 R 25 Inch G3/L3 Single Star XHA Michelin Radial Tires w/ 1 pc. Rims Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 8048 lbs.	4621	$25,734.00
17.5 R 25 Inch G3/L3 Single Star XHA Michelin Radial Tires w/ 3 pc. Rims Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 8048 lbs.	4626	$28,677.00
17.5 R 25 Inch G2/L2 Single Star Sno-plus Michelin Radial Tires w/ 1 pc. Rims Radial Tires: Recommended for puncture resistance, fuel. economy and increased traction. Maximum per tire load 8048 lbs.	4631	$27,129.00
17.5 R 25 Inch G2/L2 Single Star VSW Bridgestone Radial Tires w/ 1 pc. Rims Radial Tires: Recommended for puncture resistance, fuel. economy and increased traction. Maximum per tire load 8048 lbs.	4632	$24,413.00
17.5R25 2 Star AS3A L3/G3 4S TL Goodyear Radial Tire All Season, Superior traction on all surfaces, Minimize use of chains, Maximum per tire load 10,500 lbs.	4633	$26,006.00
17.5 R 25 Inch G2/L2 Single Star Sno-plus Michelin Radial Tires w/ 3 pc. Rims Radial Tires: Recommended for puncture resistance, fuel. economy and increased traction. Maximum per tire load 8048 lbs.	4636	$30,074.00
17.5R25 2 Star AS3A L3/G3 4S TL Goodyear Radial Tire All Season, Superior traction on all surfaces, Minimize use of chains, Maximum per tire load 10,500 lbs.	4638	$29,644.00
550/65R25 XLD70 G3/L3 Single Star Michelin Low Profile Radial Tires w/3 pc Rims Radial Tires: Requires code 7820 No Front Fenders. Can not be used with code 9005 Rear Fenders. Recommended for puncture resistance, fuel economy and increased traction.	4810	$41,262.00

Not available with 1 Piece Rims.
Maximum per tire load 8050lbs.
Tire Brands are subject to availability for Michelin.

Less Tires & Wheels	4000	In Base Price

NOTE: NOT AVAILABLE FOR UNIT 3R & 48

BATTERIES

Description	Code	Price
(2) Group 4D Batteries	7520	In Base Price

1400 CCA, 440 reserve minutes each.
Recommended for temperatures below 32 degrees F (0 degrees C).

(2) Group 4D Batteries	7510	($97.00)

1000 CCA, 180 reserve minutes each.

FRONT FENDERS

Description	Code	Price
Front Fenders	7810	$1,670.00
No Front Fenders	7820	In Base Price

LANGUAGE DECALS

Description	Code	Price
English Labels and Decals	2605	No Charge
Spanish Labels and Decals	2610	No Charge
French Labels and Decals	2615	No Charge
Russian Labels and Decals	2620	No Charge

NOTE: Requires 3R

Portugese Customer Delivery Packet	2625	No Charge

Optional - *Select as desired*

SPECIAL EQUIPMENT - ORDER AS DESIRED

Description	Code	Price
POWERTRAIN		
Engine Air Intake Manifold Pre-Heater	9340	$524.00

Requires code 1120 9.0 L Engine.
Cannot be used with code 9370 ether start aid.

Engine Coolant Circulating Heater - 120 Volt / 1500 Watt	9360	$310.00

Recommended for use on machines that will be operating above 8,000 Feet in altitude, and/or colder than 0 degrees F (-18 degrees C).
For below 0 degrees F (-18 degrees C) recommend code 9350 Hyd. Pump Unloader.

Ether Starting Aid	9370	$426.00

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

1-November-13

HIDALGO CO PCT #1
1902 Joe Stephens Ave
Weslaco, Tx 78596

ATTN: A. C. Cuellar / Raul Lozano

H & V Equipment, Inc is pleased to quote the following DOOSAN DL-250 Loader / Tool Carrier with a 3.5 cu yd bucket. An optional hydraulic quick coupler and 60" pallet forks are shown. These prices are off of the BuyBoard, Contract # 424-13.

Two 2013 DOOSAN DL-250 Loader (Integrated Tool Carrier), With The Following Standard Equipment:

- Hydraulic control valve with three sections
- FNR mono lever with 3rd function lever for third section
- Hydraulically driven fan with adjustable speed control
- Additional lighting
- Boom Float kick-out $146,208.00

- **Following Optional Equipment:**

Additional 440# Counter Weight	(200)	2,335.00
Radial Tires	(BRG)	7,350.00
Load Isolation System	(LIH)	3,500.00
3.5 Cubic Yard Bucket	(7224987)	9,877.00
60" Pallet Forks	(7225062)	7,626.00
Hydraulic Quick Coupler	(7222320)	6,181.00
Total List Price		$183,077.00
Less BuyBoard Discount (13%)		23,800.00
Total BuyBoard Price One Machine		$159,277.00

Total BuyBoard Price Two Machines (In Stock) $318,554.00

Machine comes with a 1 Year / 1500 Hr Full Machine Warranty, Plus a 3 Year / 5,000 Hour Warranty on the Power Train and Hydraulic System.

BUYBOARD CONTRACT # 424-13. ITEM # 16, INTEGRATED TOOL CARRIER. **Make P.O. out to H & V Equipment with a copy of the P. O. to the BuyBoard, attention Sharon McAfee @ Sharon.mcafee@tasb.org**

Thank you for the business you have given us in the past, and for the opportunity to bid this machine.

Yours truly,
Thad R Moore
Thad R. Moore

ORIGINAL

Cc: Sharon McAfee

(956) 565-3788 Email: HVProgreso@aol.com (956) 565-2252 Fax

	Engine Oil Pressure Warning Symbol Transmission Warning Symbol Engine Warning Symbol Water in Fuel Warnings Symbol DPF Regeneration Warning Symbol DPF High Temperature Warning Symbol Back-Up Alarm
TIRES:	Kumho or Hankook 20.5X25-16PR (L3) Bias
OTHER STANDARD EQUIPMENT:	Single Lever Control with FNR Control Buttons Air Cleaner with Pre-cleaner Engine Side Covers Boom / Float Drawbar and Pin Neutral Safety Start System Muffler Fenders, Front & Rear Ladders & Service Platforms Manuals, Parts & Operator's GPS with 1 Year Subscription Remote Drain Ports

PACKAGE ARRANGEMENT

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DL250-3-US10	DL250 Base Machine With Standard Front With Out Bucket Steel Cab with Integrated ROPS/FOPS Tires: Kumho OR Hankook 20.5X25-16PR (L3) Bias	14,400KG	146,208.00

OPTIONAL EQUIPMENT - Factory Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	CODE	DESCRIPTION	LIST PRICE
LOADER BUCKET	28C	3.7YD3, GP PIN ON W/3 PIECE CUTTING EDGE	8,075
DIFFERENTIAL TYPE	DHL	HYDRAULIC DIFFERENTIAL LOCK	2,000
ADDITIONAL COUNTERWEIGHT	200	440 LB ADDITIONAL COUNTERWEIGHT	2,335
FENDER	FUL	FULL FENDER WITH RUBBER PROTECTOR	2,335
TIRE	BR7	TRIANGLE 20.5R25 (L3) RADIAL	1,870
	BR8	YOKOHAMA 20.5R25 (L3) RADIAL	6,440
	BRG	BRIDGESTONE 20.5R25 VJT (L3) RADIAL	7,350
	BR6	BRIDGESTONE 20.5R25 VMT (L3) RADIAL	7,350
CONTROL VALVE	4SV	4TH SPOOL CONTROL VALVE	2,280
JOYSTICK TYPE	FT3	FINGER TIP THREE LEVER	1,670
EMERGENCY STEER	ESS	EMERGENCY STEER	3,300
LOAD ISOLATION SYSTEM	LIH	HYDRAULIC LOAD ISOLATION SYSTEM	3,500
FUEL FILLER PUMP	FIL	FUEL FILLER PUMP	420
SEAT	ARH	AIR SUSPENSION WITH HEAT SEAT	350
ROTATING BEACON	ROB	ROTATING BEACON	275
HEAD LAMP	XEN	XENON HEAD LIGHTS	540
ALTERNATOR	80A	80A ALTERNATOR	120
CAMERA	RVC	REAR VIEW CAMERA	1,550
FUEL DEHYDRATION	WIH	WATER SEPERATOR WITH HEATER	215

OPTIONAL EQUIPMENT - Dealer Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
139304-01-B	3 INCH SEAT BELT	0.00	126.83
7203009	GPBKT; 108IN 3.5YD PIN ON. BOT	2,611.00	11,683.00
7203010	GPBKT; 108IN 3.5YD PIN ON. BOCE	3,667.00	9,877.00
7203904	GPBKT; 108IN 3.5YD; JRB QC; BOT	2,499.00	11,683.00
7203905	GPBKT; 108IN 3.5YD; JRB QC; BOCE	2,409.00	9,877.00
7203920	LMBKT; 120IN 5.0YD; PIN ON; BOCE	3,664.00	13,213.00
7203921	LMBKT; 120IN 5.0YD; JRB QC; BOCE	3,572.00	13,213.00
7203936	MPBKT; 108IN 3.25YD; PIN ON; BOT	5,119.00	19,089.00
7203937	MPBKT; 108IN 3.25YD; PIN ON; BOCE	5,030.00	18,590.00

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
7203946	MPBKT; 108IN 3.25YD; JRB QC; BOT	3,908.00	19,089.00
7203947	MPBKT; 108IN 3.25YD; JRB QC; BOCE	3,819.00	17,616.00
7203952	PALLET FORKS -JRB QC; 48IN TINE LENGTH	1,438.00	6,905.00
7203953	PALLET FORKS - JRB QC;60IN TINE LENGTH	1,528.00	7,626.00
7222320	QUICK COUPLER, DL250-3 JRB STYLE	950.00	6,181.00
7223389	QUICK COUPLER, DL250-3, ISO STYLE	903.00	6,679.00
7224986	GPBKT; 108IN 3.5YD; ISO QC; BOT	2,575.00	11,683.00
7224987	GPBKT; 108IN 3.5YD; ISO QC; BOCE	2,485.00	9,877.00
7225050	LMBKT; 120IN 5.0YD; ISO QC; BOCE	3,495.00	13,213.00
7225055	MPBKT; 108IN 3.25YD; ISO QC; BOT	4,775.00	19,089.00
7225056	MPBKT; 108IN 3.25YD; ISO QC; BOCE	4,682.00	18,590.00
7225061	PALLET FORKS -ISO QC; 48IN TINE LENGTH	1,410.00	6,905.00
7225062	PALLET FORKS - ISO QC;60IN TINE LENGTH	1,500.00	7,626.00
DL250LK	AUX. LINES TO END OF BOOM	0.00	1,106.25

DL 250-3 -US20;DL 250-3 (DL250-3-US20)

Doosan Infracore America Price Pages are subject to change. Notice of changes will be communicated to Dealerships via email with updated price information available from the Doosan Infracore America web site.

STANDARD EQUIPMENT FOR BASE MACHINE

ENGINE:	Doosan DL06: Turbo Charged, Air to Air Intercooled, iT4 Electronically Controlled Common Rail Direct Injected 360 cu.in., 6 Cylinder 172 SAE Gross Flywheel Horsepower @ 2,100 RPM Air Cleaner: Dry Type (Double Stage) Engine Self Diagnostic System Plastic Reversible Fan Driven by Hydraulic Fan Motor Auto Idle
HYDRAULIC SYSTEM:	Variable Displacement Axial Piston Pump Closed-Center (LS) Hydraulic Systems with Variable Pumps, Pilot Control with Float Spool, 2 Spools 3rd Valve with Lines & Control (lines terminate at boom base)

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- (•) All
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Refine Your Search:

Vendors
H & V Equipment, Inc.[X[
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	H & V Equipment, Inc.
Address:	5627 E. Hwy 281 5627 E. HIGHWAY 281 Progresso, TX 78579
Phone Number:	(956) 565-3788
Email:	hvprogreso@aol.com
Website:	http://www.rgvequipment.com
Federal ID:	74-2997884
Contact:	Thad Moore
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	Different regions/states served for different brands
Quote Reference Number:	424-13
Additional Dealers:	H&V Equipment in: Corpus Christi TX, San Antonio TX
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

AI-41711 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services -Geotechnical and Construction Materials testing.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services -geotechnical and construction materials testing services for (as needed basis) for various precinct projects in Precinct No. 2.

Evaluation	Raba- Kistner	Terracon	PSI
Evaluator 1	98	95	93
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services geotechnical and construction materials testing services contract with the No. 1 ranked firm of _____ for: (as needed basis) for various precinct projects in Precinct No. 2.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Precinct will identify funding per project

On an as needed basis

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	11/07/2013 04:22 PM
Budget & Management	Debbie Tamez	11/08/2013 11:01 AM
Manuel Chapa	Manuel Chapa	11/20/2013 10:14 AM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Nielda Cavazos Started On: 11/07/2013 09:30 AM

Final Approval Date: 11/22/2013

HIDALGO COUNTY PRECINCT NO 2

FOR

Engineering Services Geotechnical and Construction Materials Testing Services (As needed basis) for Pct No. 2 projects

Scoring & Evaluation GRID

Engineering Services

Total Scores	Raba- Kistner	Terracon	PSI
Evaluator 1	98	95	93
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-41721 **Purchasing Department 20. C. 2.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Commissioner Hector Palacios **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to rescind action taken by Commissioners Court on September 24, 2013 on AI#40850 including the cancellation of Work Authorization No. 4 as requested by Godinez Communications (C-11-117-08-02) and agreed by Precinct No. 2 due to the vendor's workload schedule and the inability of delivering the task services by scheduled time frame as detailed in the work autorization.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-311

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

BUDGETARY IMPACT:

NO FISCAL IMPACT ON THIS AGENDA.....PROJECT CANCELLED..

Attachments

Prior Agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	11/07/2013 04:22 PM
Budget & Management	Debbie Tamez	11/08/2013 11:03 AM
Manuel Chapa	Manuel Chapa	11/18/2013 04:44 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Vangie Garcia Started On: 11/07/2013 02:17 PM

Final Approval Date: 11/22/2013

APPROVED

AI-40850 **Purchasing Department** **23. B. 2.**

CC REGULAR

Meeting Date: 09/24/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization #4 through Contract #C-11-117-08-02 with Brian Godinez to provide communication and public engagement strategies and services to Hidalgo County Precinct No. 2, to assist raising the awareness and education of County and Precinct 2 Services and Programs for the community, in the amount of $34,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-311

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

BUDGETARY IMPACT:

Funds available through Req#244032 for Godinez Communications.

Attachments

wa#4

insurance

work schedule

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	09/19/2013 04:52 PM
Purchasing Department	Rocio Villarreal	09/20/2013 10:49 AM
Budget & Management	Obdett Calzada	09/20/2013 02:39 PM
Olga Garza	Olga Garza	09/20/2013 04:50 PM
Auditor's Office	Monica Badillo	09/20/2013 05:40 PM

Form Started By: Erika Zamora Started On: 09/19/2013 02:11 PM

Final Approval Date: 09/20/2013

HIDALGO COUNTY

Professional Consulting Services

Contract #C-11-117-08-02

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Brian Godinez, D/B/A Godinez Communications**, professional consultant of McAllen, Texas, hereinafter called "**Consultant**".

PART 1. SCOPE OF WORK:

The purpose of this Work Authorization is for the **Consultant** to provide consulting services as it pertains to the following:

Provide communications and public engagement strategies and services to Hidalgo County Precinct 2 to assist raising the awareness and education of County and Precinct 2 services and programs for the community.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" - Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Consultant** is identified in **Exhibit "B"-Scope of Services to be Provided by the Consultant** attached hereto.

PART 2. ESTIMATED COST:

The estimated cost for services under this Work Authorization is $34,500.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Consultant for the services established under this Work Authorization shall be made in accordance with Article 5 thru 6.6 and all applicable sections of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. 3-1200-431-00-122-006-0-311
Requisition Number: 244032 (MUST BE INCLUDED)

PART 5. PERIOD OF SERVICE:

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS:

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Commissioner Hector "Tito" Palacios, as to content and detail of this Work Authorization No. # 4.

HIDALGO COUNTY PRECINCT NO. 2

COMMISSIONER HECTOR "TITO" PALACIOS

BY: Hector Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2013.

THE CONSULTANT:
Brian Godinez D/B/A
Godinez Communications

BY:_____
Brian Godinez

THE OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 9/24/13

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Services to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Consultant
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

ATTACHMENT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the

Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

ATTACHMENT "B"

Scope of Services to be Provided by the Consultant

The project will consist of working closely (daily, weekly and/or monthly) with Hidalgo County, County Commissioner Hector Palacios, Precinct 2 staff and resources, as well as with the communities of Hidalgo County Precinct 2, and provide professional communications and public engagement strategies and services to assist raising the awareness and education of County and Precinct 2 services and programs for the community, including:

- Assist with the development and coordination of objectives, strategies and message for Hidalgo County Precinct 2's communications and public engagement plan;

- Assist with the implementation of a communications and public engagement plan including the possible design and development of tactics, tools and materials for community wide distribution and dissemination;

- Possible design and development of various tactics, tools and materials that may include but is not limited to research, survey, message, photography, video, graphics, newsletters, news releases, brochure, website, fact sheets, online banners, news conferences, periodic progress reports, presentations, briefings, fliers, television programming, editorial pieces, advertisements, outreach events or forums utilized to raise the awareness and education of community services and programs.

- Cooperate and coordinate fully with the County Commissioners' Court, Precinct 2 staff and resources;

- Report and consult to the County and Precinct 2 as often as reasonably necessary;

.- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

ATTACHMENT C

PROJECT WORK SCHEDULE - Precinct 2 Communications & Outreach - Consulting Services & Costs

Consulting Elements, Hours & Fees	SEPT '13	OCT '13	NOV '13	DEC '13	JAN '14	FEB '14	MAR '14	APR '14	
PRINCIPAL IN CHARGE HOURS									TOTALS
Planning hours	7	7	7	7	7	7	7	7	56
Meeting Hours	4	4	4	4	4	4	4	4	32
Development Hours	9	10	10	10	10	10	10	10	79
Implementation Hours	11	11	11	11	11	11	11	11	88
Principal-in-charge TTL Hours	**31**	**32**	**32**	**32**	**32**	**32**	**32**	**32**	255
Principal-in-charge Fees (@ $135/hr)	**$ 4,185**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	$ 34,425
TOTAL CONSULTING COSTS	**$ 4,185**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	**$ 4,320**	$ 34,425

AI-41906 **Purchasing Department 20. C. 3.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Comm. Tito Palacios, Pct. #2 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to review by (legal counsel DA's Office) of Hidalgo County Procurement Packet Legal Notice, paragraph #2, requesting action to waive formality (missing signature on bid form) including the authorization to permit the signing of same by vendor, Holchemont, LTD in connection with Hidalgo County Precinct No. 2 Project titled- Equipment and Maintenance Facility (2013-096A-11-13-MSS);

B. Presentation by project architect, ERO Architects, recommending Commissioners' Court award the Base Bid with Alternates 1, 2, and 3 (attached herein) to the responsible vendor submitting the lowest and best bid, Holchemont, LTD in the total amount of $1,585,000.00 (which includes Alternates 1, 2, & #3) for the construction project of a New 2 "Equipment and Maintenance Facility" located in Precinct #2 under Bid No. 2013-096A-11-13-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-122-053-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 11-22-13 in the following object codes:
720 $235,888.10
739 $128,280.72

Attachments

Legal Notice
Architect's Award Recommendation
Participation List
Bid Tabulation
PCT 2 Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2013 02:06 PM
Budget & Management	Obdett Calzada	11/22/2013 03:36 PM
Manuel Chapa	Manuel Chapa	11/22/2013 05:01 PM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Moises Salazar Started On: 11/20/2013

Final Approval Date: 11/22/2013

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT No. 2

"Equipment & Maintenance Facility"

BID No. -2013-096A-11-13-MSS

Acceptance Date: **November 13, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for the construction of: **"HIDALGO COUNTY PRECINCT NO. 2 -EQUIPMENT & MAINTENANCE FACILITY"** 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-2013-096A-11-13-MSS- HIDALGO COUNTY PRECINCT NO. 2-EQUIPMENT & MAINTENANCE FACILITY"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, November 13, 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 -2013-096A-11-13-MSS- HIDALGO COUNTY PRECINCT NO. 2 -EQUIPMENT & MAINTENANCE FACILITY".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be hand delivered or sent to the office of project architect: ERO Architects to the attention of, Yazmin Perez-Guevara *via e-mail at yperez@goero.com or via fax to (956) 661-0401*. Please call 956-661-0400 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 06, 2013. Inquiries beyond this date will not be responded. Contact project architect for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all

obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – **"BID-2013-096A-11-13-MSS- HIDALGO COUNTY PRECINCT NO. 2-Equipment & Maintenance Facility"** 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**November 04, 2013**
Bid Opening,	**3:00 PM**	**November 13, 2013**
Award of Contract		_____, 2013
Commence Work or Deliver Products		_____, 2013

HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/07/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

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 $100,000.

. 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.

- NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the

business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

BIDDERS ACKNOWLEDGEMENT
Bid for

HIDALGO COUNTY PRECINCT NO. 2

"Equipment & Maintenance Facility"
BID-2013-096A-11-13-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

November 20, 2013

Hidalgo County Precinct 2
County Commissioner Hector “Tito” Palacios
300 W. Hall Acres, Suite G
Pharr, Texas 78577

Re: Equipment & Maintenance Facility
ERO Project No. 13012

Based upon the submission of bidders, best qualified contractor and our previous working experience, ERO Architects recommends the project award to go to Holchemont, Ltd. This recommendation is based on the overall bid, base bid and alternates included, of $1,585,000.00.

We look forward to working with Hidalgo County Precinct 2 and Holchemont, Ltd. on this project.

If you should have any further questions, please feel free to contact me at (956) 661-0400.

Sincerely,

Eli R. Ochoa, PE, AIA
President & CEO
ERO Architects

Bid List

Contractor	Company Name	Full Size	Spec's books	Half Size	CD	Set No.'s	Contact Name	Phone	Fax	Email
Architec	ERO Architrects	5	8	3		1-8	Iglesias, David	956.661.0400	956.661.0401	mrodriguez@goero.com
Planroor	AGC Plan Room - Har/Phr/Bı	2	2			9,10	Vaughn, Perry A.	956.423.4091	956.423.0174	sanjuana@rgvagc.org
Sub	Metro Electric, Inc.	1	1			11	EstimatingDept. /Der	956.686.2323	956.686.2406	derek.gerdes@metroelectric-rgv.com; estimating@metroelectric-rgv.com; accounts.receivable@metroelectric-rgv.com
Sub	Garcia Paint Group	1	1			12	Garcia, Aldo	956.562.8472		
CG	HighMark Construction	1	1			13	Cantu, Carlo	956.821.1287	956.664.2359	carlo.cantu@highmark-construction.com
Planroor	McGraw Hill Contruction Doc	1	1			14	Peggy	800.741.2718	915.877.5287	peggy.koehn@mhfi.com
Planroor	Builders Exchange	1	1			15	Olguin, Jeannette	210.564.6900	210.564.6902	jeannette@virtualbx.com
Planroor	Reed Construction Data	1	1			16	McKenzie, Lauren	303.265.6483	770.209.3821	lauren.mckenzie@reedbusiness.com ; rcdwestnews@reedbusiness.com
Planroor	ABC - Victoria	1	1			17	Orsak, Deddra	361.572.0299	361.572.4653	deedra@abctxmidcoast.org
Planroor	AGC Plan Room - San Anton	1	1			18	Lugo, Mary	210.349.4921	210.349.4012	mlugo@sanantonioagc.org
Sub	Rio Plumbing Services	1	1			19	Vaseu, Hector	956.827.2112	956.661.9921	rioplumbing@aol.com
GC	NM Contracting	1	1			20	Ari	956.638.0661	956.627.3959	mrivera@nmcontracting.us; ari@nmcontracting.us
GC	KJM Commercial Constructio	1	1		1	21	Hinjosa, Aleida	361.991.5600		
GC	Texas Descon	2	2			22,23	Garcia, Romeo G.	956.682.1225	956.682.7369	cory@texasdescon.com; dennisse@texasdescon.com
GC	Holchemont, Ltd.	1	1			24,25	Guerra, Samantha	956.686.2901	956.686.2925	bids@holchemont.com; lori@holchemont.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

BID NUMBER: **2013-096A-11-13-MSS**

Project Name: **EQUIPMENT AND MAINTENANCE FACILITY**

Department: **HIDALGO COUNTY PRECINCT NO. 2**

Bid Opening Date and Time: **11/13/2013** **@ 3:00 PM**

No.	NAME OF COMPANY	BASE BID	ALTERNATE 1 -Exterior Storage	ALTERNATE 2 - Covered Parking	ALTERNATE 3 - Site Lighting	ADDENDUMS			BID BOND	TOTAL (Base + Alt 1 + Alt 2 + Alt 3)	
						1					
1	**Holchemont**	**$ 1,220,000.00**	**$ 220,000.00**	**$ 117,000.00**	**$ 28,000.00**	Y			Y	**$ 1,585,000.00**	Low bidder
2	HighMark	$ 1,200,000.00	$ 350,000.00	$ 90,000.00	$ 50,000.00	Y			Y	$ 1,690,000.00	
3	TX Descon	$ 1,338,000.00	$ 244,000.00	$ 121,900.00	$ 36,300.00	Y			Y	$ 1,740,200.00	
4	NM Constracting	$ 1,200,000.00	$ 232,000.00	$ 225,200.00	$ 27,300.00	Y			Y	$ 1,684,500.00	
5											
6											
7											
8											
9											
10											

Zimbra **moises.salazar@co.hidalgo.tx.us**

Agenda Item Precinct 2

From : Agapito Vargas <agapito.vargas@co.hidalgo.tx.us> Thu, Nov 21, 2013 10:22 AM

Subject : Agenda Item Precinct 2

To : Moises Salazar <moises.salazar@co.hidalgo.tx.us>

Cc : Raul Silguero <raul.silguero@co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>, Carlos Jasso <carlos.jasso@co.hidalgo.tx.us>, Raul Sesin <raul.sesin@co.hidalgo.tx.us>

Moises, Based on the recommendation from the New Precinct 2 compound project architect ERO, the precinct concurs with the recommendation and is requesting to place an item on this coming Commissioner Court (Tuesday, 26th November)to award low bid to Holchemont. The low bid amount is $1,585,000.00 which includes the base bid plus the three alternates.
The account number for this project is: 3-1342-431-00-122-053-0-720/739.
Thanks,
Agapito Vargas
Interim Director of Project Operations, Pct 2

AI-41895 **Purchasing Department** **20. D. 1.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Ray Eufracio, CPA, HC Auditor **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by Hidalgo County Auditor for acceptance and approval of specific additional services agreement for a proposed amount of $3,750.00 as submitted by "Arbitrage Compliance Specialists" under current contract #E-13-139-05-15 for completion of "Arbitrage Compliance Computations" for years 2004 and 2007 tax notes as required by the United States Treasury, Internal Revenue Services ("IRS") for the tax-exempt debt as detailed under Exhibit "A".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-19-115-020-0-339

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

BUDGETARY IMPACT:

Funds available as of 11/22/13.

Attachments

E-13-195-06-04-Contract

Additional Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/20/2013 05:51 PM
Budget & Management	Obdett Calzada	11/21/2013 03:38 PM
Glinda Pacheco	Glinda Pacheco	11/22/2013 10:42 AM
Auditor's Office	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Vangie Garcia Started On: 11/20/2013 10:05 AM

Final Approval Date: 11/22/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 13, 2013

Arbitrage Compliance Specialists, Inc.
Attn: Doug Pahnke
5975 South Quebec Street, #205
Centennial, CO 80111

Via Email: Doug@RebateByACS.com

Re: ***Extension Of Letter Of Engagements:***
E-12-139-05-15-Hidalgo County (Original Contract C-11-070-06-21)
E-12-139A-05-15-(Drainage District No. 1 (Original Contract C-11-070A-06-21)

Dear Mr. Pahnke:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the letter of engagement services, the second (2nd) year of the three (3)-one (1) year as provided under RFQ NO: 2011-070-03-16-VYG for Hidalgo County and Hidalgo County Drainage District No. 1. Extension will be at the same rates, terms and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, May 28, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, May 15, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

June 1, 2011

Hidalgo County, Texas
2802 South Business Hwy. 281
Edinburg, Texas 78539

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

The purpose of this letter is to propose the engagement of Arbitrage Compliance Specialist, Inc. ("ACS") to prepare arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for all tax-exempt debt issues of Hidalgo County ("County"). The engagement will include all services as indicated in ACS' response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services Scope provided as Exhibit A for reference. 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. Calculations performed under this agreement will be performed at ACS' office and the results of the calculations will be delivered by ACS to the County. This agreement shall become effective at the date of acceptance by the County and remain in effect until canceled. The County can terminate this Engagement with or without cause, with thirty (30) days written notice prior to cancelation. Listed below are the associated fees to complete this engagement:

FEE SCHEDULE

Arbitrage Rebate Fee Schedule – Per Issue

One Year Report (computation period of up to one year)	$1,350
Two Year Report (computation period of up to two years)	$1,875
Three Year Report (computation period of up to three years)	$2,400
Four Year Report (computation period of up to four years)	$2,925
Five Year Report (computation period of up to five years)	$3,450

Miscellaneous Fee Schedule – Per Issue

Recovery of Overpayment	$3,000

Pre-calculation and post-calculation services:	
On-site ACS team to transition the contract	Included
Training of the County's staff on strategies to help lower arbitrage rebate liabilities	Included
Arbitrage rebate calculation services:	
Yield reduction calculations	Included
Spending exception calculations	Included
Transferred proceeds analysis	Included
Universal Cap analysis	Included
Debt service testing	Included
Commingled funds	Included
Preparation of Form 8038-T	Included
Comprehensive discussions of the findings of each arbitrage calculation	Included
Attend the County's Board meetings	Included
Legal services:	
IRS audit support	Included
Pre-issuance election advice	Included

In conjunction with this engagement, we will provide the applicable report(s) opining to the arbitrage compliance liability for the tax-exempt debt and related services.

We appreciate the opportunity to provide assistance to help you comply with your IRS arbitrage compliance requirements. As always, if we may be of further assistance or if you have any questions, please do not hesitate to call us at (800)672-9993 x7526.

Very truly yours,

Arbitrage Compliance Specialists, Inc.

Doug Pahnke, Director, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to arbitrage@rebatebyacs.com.

Accepted by - Signature | Date

Ramon Garcia | County Judge | Approved by Commissioners' Court on 6-21-11 rw

Accepted by – Print Name | Title

Hidalgo County

Organization

ATTEST:

Arturo Guajardo, Jr., County Clerk

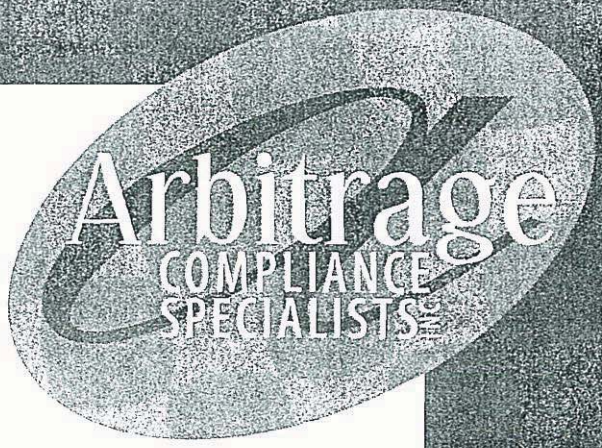
Approved As To Form:
ATLAS & HALL, L.L.P.

Stephen L. Crain

Approved By Commissioners Court: June 21, 2011

Exhibit A

Arbitrage Compliance Specialists Response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services



REQUEST FOR QUALIFICATIONS FOR

ARBITRAGE CALCULATION SERVICES
HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
2011-070-03-16-VYG

DUE: MARCH 16, 2011, 9:30 A.M.

PREPARED BY:
ARBITRAGE COMPLIANCE SPECIALISTS, INC.
2500 CITY WEST BOULEVARD #300
HOUSTON, TEXAS 77042-3014

www.RebateByACS.com
1-800-672-9993
printed on recycled paper

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March 10, 2011

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Highway Business 281
Edinburg, Texas 78539

Dear Ms. Salazar and Members of the Selection Committee:

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present this proposal to provide Arbitrage Calculation Services to Hidalgo County and Hidalgo County Drainage District No. 1 (the "County"). All calculations will be completed in accordance with Section 148(f) of the Internal Revenue Code, as amended, and Treasury Regulations (the "Tax Code") and with the scope of services listed in the Request for Qualifications for Arbitrage Calculation Services, RFQ No: 2011-070-03-16-VYG (the "RFQ").

The County will be receiving RFQ responses from firms such as BLX, First Southwest, and the Bank of New York. Each firm's response will state that their firm is the most experienced arbitrage firm in the country – and ACS is no different. When evaluating our response please keep in mind that arbitrage calculations require extensive knowledge of governmental accounting, accounting allocation rules, as well as legal interpretations of the Tax Code. Simply put, an arbitrage calculation is a type of tax calculation and therefore, the most qualified professional to complete the tax calculation is a CPA. When reviewing the RFQ responses, please pay special attention to the individuals who will be performing the arbitrage calculations. You will find that many of the individuals within the organizations are not CPAs – yet these firms will state that they are the most qualified to compute a tax calculation.

What sets our firm apart from our competitors is that the County's calculations will be completed by a tax attorney and CPA who has over 24 years of experience in computing arbitrage liabilities. This means that the calculations are completed by a professional who is trained in accounting as well as tax law; the perfect combination for arbitrage calculations. Since our firm specializes solely in arbitrage calculations, our fees are often **30-40% less** than our competitors' fees. In addition, our firm provides services prior to issuance and after the bonds are final that are not offered by our competitors. A few highlights of our arbitrage compliance program are listed below:

- ACS provides an on-site team to collect all of the necessary documentation to transition the calculations to our firm at no cost to the County.
- Bond planning legal assistance
- IRS audit assistance
- On-site arbitrage and bond accounting rules training
- ACS will create an arbitrage rebate policy manual for the County's use (highly recommended by the IRS).

If you have any questions or would like to discuss the details of our proposal, you may contact me at (800) 672-9993 extension 7526.

Best regards,

Arbitrage Compliance Specialists, Inc.

Doug Pahnke, Director, Vice President

2500 City West Boulevard, Suite 300 • Houston • Texas • 77042
Phone: (800) 672-9993 • Fax: (800) 756-6505 • E-mail: doug@rebatebyacs.com
California | Colorado | Florida | New Jersey | Pennsylvania | Tennessee | Texas | Washington

1. UNDERSTANDING OF THE PROJECT

It is our understanding that the County is seeking a qualified arbitrage calculation service provider to perform arbitrage rebate, yield restriction/yield reduction, and spending exception calculations for the County's tax-exempt debt issues in compliance with the Tax Code. Calculations are to be performed on each fifth year filing date and on the final maturity date of each debt issue. Calculations will include construction/capitalized interest funds, cost of issuance funds, reserve funds, overfunded debt service funds, escrow funds and transferred proceeds.

ACS is to provide on-site services to include an initial organizational meeting, record retention training, and Tax Code training. ACS is to provide IRS audit/inquiry support by our team of CPAs and on-staff tax attorney.

The contract will be supported by our Houston, Texas office that will provide the following services:

- On-site ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Attend the County's Board meetings

2. FIRM'S QUALIFICATIONS

Firm's history and number of years performing arbitrage calculations

Providing arbitrage rebate calculations since 1986: Our strong, debt-free financial positioning, coupled with a very low employee turnover ratio is indicative of a financially stable firm that will be able to service the County for decades to come. ACS has 14 employees that are dedicated to arbitrage rebate including a tax attorney, CPAs, financial managers, Directors, and technical computer hardware/software managers.

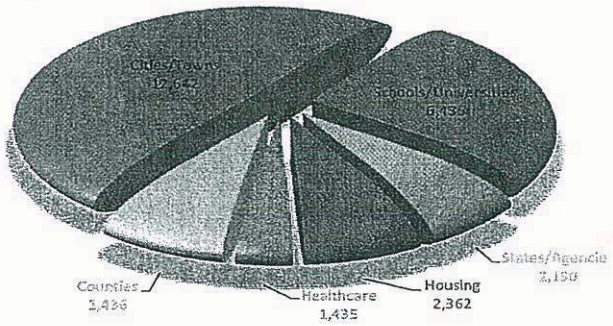
Advisor to the United States Congress on arbitrage rebate: Janet P. Sacks, Managing Director, President, started her arbitrage rebate career in 1986 while working for Price Waterhouse, the third largest accounting firm in the Country at that time. Due to her extensive expertise in governmental debt, Janet was requested by the United States Congress to take part in the Beryl Anthony Public Finance Commission. This bipartisan Commission resulted in the formulation of the arbitrage rebate calculation methodology we use today. Having been one of the first arbitrage rebate providers in the Country, ACS has grown to be known as the expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients as well as to professionals within the industry.

ACS is a privately held corporation whose practice has been calculating arbitrage liabilities for tax-exempt debt issuers since the inception of the 1986 Tax Code. Selecting our firm to begin this engagement with the County should instill confidence that each and every tax-exempt debt issue will be supported by the most qualified arbitrage rebate calculation firm in the Country. All calculations are opined by a licensed tax attorney and completed by seasoned accountants who are trained and educated in tax law interpretation, accounting methodologies, and arbitrage rebate minimization strategies. Our firm pledges the entirety of our accounting and legal expertise to ensure that the County will pay the lowest amount of arbitrage rebate liability allowable while adhering to the rules and regulations set forth in the Tax Code.

ACS provides services for over 1,500 municipalities across the United States and currently works with clients with active tax-exempt debt issues ranging from 1 to 250 bonds. We have absolute confidence that our firm possesses the available resources necessary to exceed the County's expectations. Since 1986, our practice has completed over 30,000 calculations for fixed rate and variable rate tax-exempt debt issues with varying investment structures such as swaps, letter

of credit agreements, guaranteed investment contracts, remarketing agreements, repurchase agreements, reimbursement agreements, flex repos, and forward delivery agreements.

30,000 CALCULATIONS COMPLETED SINCE 1986



Legal expertise: ACS is highly sought out by issuers and legal counsel throughout the Country. Our firm has distinctive legal and accounting experience with the arbitrage rebate regulations dating back to the inception of the 1986 Tax Code. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS' legal tax counsel services are included in our arbitrage rebate services at ***no additional cost.***

On-site training: ACS is committed to providing initial and ongoing support to our clients. The services that ACS will provide to the County at ***no additional cost*** before and after the arbitrage rebate calculations are performed are listed below:

- ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend the County's board meetings

IRS audit assistance: ACS has developed an unmatched, comprehensive knowledge of how the existing tax regulations are interpreted as well as how new financial instruments may be treated by the IRS. As an independent firm specializing **solely** in the field of arbitrage compliance, ACS is not involved in providing bond counsel services, financial advisory services, or investment services to municipalities, and therefore, the IRS has regarded our calculations as extremely reliable and free from any internal or external influence. We have developed a thorough understanding of the IRS' enforcement philosophy and tactics and we include initial preventative audit-proofing in our work product. ACS will defend our clients ***at no additional charge*** in the event of an IRS audit.

ACS' custom arbitrage rebate calculation system: The type of calculation method used will vary between different types of funds, i.e. project funds, debt service funds, reserve funds, and cost of issuance funds. ACS utilizes its integrated tax law and accounting expertise throughout the whole arbitrage rebate compliance process to select the accounting method that will compute the lowest permissible liability as allowed by law. The Tax Code allows numerous allocation methods in calculating arbitrage rebate. A few of the methods are listed below:

Project Funds:
- First in first out
- Last in first out
- Ratable allocations
- Specific tracing

Debt Service Residual Extraction:
- 100%
- Average excess
- Year end excess
- Excess over maximum annual debt service

Commingled Funds:
- Values of the debt issues
- Remaining maximum annual debt service
- Original principal

A majority of arbitrage firms use Microsoft Excel or an off-the-shelf arbitrage calculation software product to perform the arbitrage calculations. ACS has evaluated these systems and found that they are prone to errors and are severely restricted in the ability to compute arbitrage liabilities under various accounting methods. **ACS' custom arbitrage rebate software and experienced professionals will calculate the lowest allowable arbitrage rebate liability in the industry.** The Tax Code allows the use of dozens of different accounting and allocation methods, and ACS' custom-built software allows our accountants the ability to run and rerun the calculation under each of these methods. This unique and efficient system continually saves our clients millions of dollars each year in potential arbitrage payments.

Bond deadline tracking system: Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below and illustrated on Page 17 of this response.

Bond facts
- Internal control number
- Debt issue name
- Issuance date
- Final maturity
- Subject to rebate
- Subject to yield restriction

Completed and future reports
- Description of report
- Type of report
- Report end date
- Liability

Notes/Recommendations
- Accounting modifications
- Liability reserves: 90% or 100%
- Spending exception elections
- Spending goals
- Yield restriction limits

Legal experience and expertise

Ira B. Sacks, CPA, Tax Attorney, Director: ACS is highly sought out by issuers and legal counsel throughout the Country because our firm has unique legal and accounting experience with the 1986 Tax Code. Ira is both a CPA and tax attorney and is regarded by the bond community as an "attorney for attorneys." Ira's extensive education and background includes Bachelor Degrees in Accounting, Finance, and Computer Science and Masters Degrees in Law, Taxation, and Business. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS' legal tax counsel services are included in our arbitrage rebate services at ***no additional cost.***

Member of the National Association of Bond Lawyers (NABL): Rebate compliance is a serious business and the Tax Code is a volatile and complex set of rules and regulations subject to frequent changes and constant re-interpretation. With the Tax Code evolving on a daily basis, it is imperative that an arbitrage rebate firm keep abreast of proposed regulations as well as current interpretations of the Tax Code. As a member of NABL, ACS is informed on a daily basis of all proposed and ultimately finalized changes to the Tax Code as well as the current IRS enforcement focus.

Independent tax counsel services: Arbitrage calculations require that that elections made within the bond issuance documents are analyzed to ensure that the Tax Code is properly applied. As a truly independent firm, not providing bond counsel or financial advisory services, our legal opinions and arbitrage calculations are regarded by the SEC and the IRS to be extremely reliable and free from influence. In audits conducted on our arbitrage calculations, the IRS has found our calculations to be 100% accurate. Throughout our firm's history, we have not had any adverse findings by the IRS. Audits and inquiries have been quickly closed, saving our clients extensive costs that are often associated with an audit.

Unmatched understanding of the Tax Code: ACS' experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code.

Legal opinion

Opinion issued by in-house tax attorney: Ira B. Sacks, CPA, Tax Attorney, Director personally certifies the legal opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining any liability payments to the United States Treasury.

Legal opinion: A majority of arbitrage rebate firms rely upon outside legal counsel services or subsidiary law firms with offices hundreds of miles away from the arbitrage rebate calculation office. To provide a creditable opinion, Tax Counsel is not only required to understand the financing of the bond transaction but is also required to understand how the funds were allocated and accounted in the arbitrage calculation. Arbitrage rebate calculations involve documents and data that

often reach into the thousands of pages. Such data creates interdependencies between bonds as in cases of common reserve and debt services funds. This can lead to additional documentation that may be overlooked if the legal opinion and rebate calculation are originating from separate locations. To ensure accuracy in our reports, ACS' legal opinion and arbitrage rebate calculations are performed in the same centralized office.

ACS provides a legal and CPA opinion with every arbitrage report; assuring that the work performed is consistent with the current federal tax and other applicable laws.

Office locations

~ Providing Arbitrage Services Since 1986 ~

Office locations: ACS has office locations throughout the nation in such states as: California, Colorado, Florida, New Jersey, Pennsylvania, Tennessee, Texas, and Washington. We understand that arbitrage rebate compliance is not part of the daily routine for the County's employees, and therefore, the County's contract will be supported by our Houston, Texas office. ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of the Tax Code.

Day-to-day support:

Mr. Doug Pahnke, Director, Vice President
2500 City West Boulevard #300
Houston, Texas 77042-3014
P: (713) 899-1380
E: doug@rebatebyacs.com

a. Description of Personnel

Below is a list of the proposed project team for the County. All team members will report to Ira Sacks in a textbook heirarchial reporting structure. Follow-up communication will be provided via phone, fax and email. ACS believes in providing on-site periodic consultation visits with each of our clients and we feel communication is the key to enhancing our client relationships. By visiting with each client we are better suited to assess each client's current rebate compliance needs, and provide a budget structure to accomplish this compliance. We also present the most current information about the arbitrage compliance market, such as current IRS practices and reinterpretations of the Tax Code. Below is a list of the proposed project team for the County.

Ira Sacks, CPA, Tax Attorney, Director ***24 Years of Arbitrage Experience***	Ira will perform the initial legal review of the debt issuance and be available to the team as a legal expert throughout the calculation process.
Carol Huller, Director ***19 Years of Arbitrage Experience***	Carol will perform the arbitrage calculations utilizing her arbitrage rebate minimization experience to ensure the lowest possible rebate liability permitted by the Tax Code.
Doug Pahnke, Director ***11 Years of Arbitrage Experience***	Doug will be the County's day-to-day contact for the term of the contract. He will be monitoring the County's debt issues on our master database system and will keep the County abreast of the calculation progress.
Janet P. Sacks, Director ***24 Years of Arbitrage Experience***	Janet will perform the final review of the completed calculations ensuring compliance with the Tax Code.
Stacia Perrizo, Senior Manager ***9 Years of Arbitrage Experience***	Stacia will be responsible for report language and invoice review throughout the contract period.

b. Most Recent and Similar Projects for the Team Assigned to the County

ACS' experience and expertise: The typical arbitrage rebate engagement for most types of debt issues has some common elements and scope of services. ACS expertly handles all types of debt issues and complexities, such as: fixed rate bonds, variable rate bonds, short-term instruments, notes, forward purchase agreements, transferred proceeds allocation calculations, student loan bond issues, commercial paper, tax anticipation notes, tax revenue anticipation notes, bond anticipation notes, single family and multi-family housing bonds, cash funded reserves, uncommingling and accounting methodology as it relates to arbitrage compliance, investment valuation as it relates to arbitrage compliance, feasibility analysis of rebate exceptions, spending exception calculations for 6-month, 18-month and 2-year, and yield restriction calculations.

ACS proudly provides services for 1,500 clients across the United States. Additionally, ACS works with 535 clients in the State of Texas alone. ACS' vast experience working with Texas issuers is unmatched in the arbitrage industry. In fact, our first client dating back to 1986 was the YMCA of Greater Houston. By providing arbitrage rebate services in Texas for over 24 years, ACS has developed working relationships with Texas-based financial advisors, bond counsel firms and investment firms. Listed below are a few narrative descriptions of work performed by our firm:

Experience with Fixed Rate Bonds: City of Mission, Texas

Arbitrage compliance environment: The City of Mission issues various types of short and long term tax-exempt debt. A large portion of their debt pool consists of fixed rate general obligation bonds issued for the purpose of infrastructure improvements as well as refundings of prior debt issues. Fixed rate debt issues are comprised of different principal maturities bearing interest at fixed rates.

ACS' assistance: ACS calculates the bond yields for each of the fixed rate debt issues to result in the most correct arbitrage liability. Over the course of our engagement with the City of Mission, ACS has performed annual and filing year calculations, spending exception calculations and yield restriction/yield reduction calculations resulting from our bond yield calculations. We have also reviewed investment and accounting information and methods, performed allocation of common debt service funds, and provided various related consulting services.

Experience with Cash Reserves: City of Pearland, Texas

Arbitrage compliance environment: The City of Pearland's Common Reserve Fund is administered by a cash funded parity reserve fund which secures all issues. This common reserve is invested and accounted for collectively without regard to the source of the funds therein (a "commingled reserve").

ACS' assistance: ACS has provided all arbitrage compliance calculations for the City of Pearland for over 10 years. ACS determines the allowable allocation methodologies under the Tax Code to allocate the reserve ratably among each parity issue. ACS has performed an analysis of the allowable methods and models performance scenarios under these methods to determine which method produces the most favorable rebate results over the long run. This analysis requires reallocation of the reserve to each issue and calculation of arbitrage rebate for each issue. ACS has worked on 60 debt issues for the City of Pearland with a par value totaling $950 Million.

Experience with Water Drainage and Improvement District Bonds

Arbitrage compliance environment: Water drainage and improvement bonds issued by districts managed by a board of directors with the assistance of consultants.

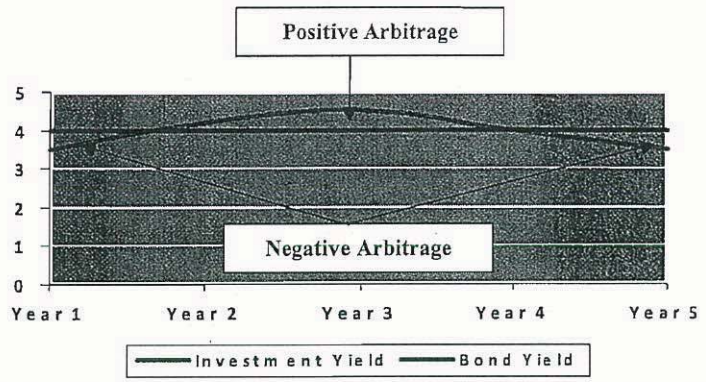
ACS' assistance: ACS currently works with over 350 Municipal Utility Districts in the state of Texas. ACS manages 1,465 bonds with a par value that exceeds $6.3 Billion. ACS manages these districts to ensure that each of these 1,465

bonds are compliant with the arbitrage rebate and yield restriction requirements. The law firms that ACS has been engaged by on behalf of the districts are listed below:

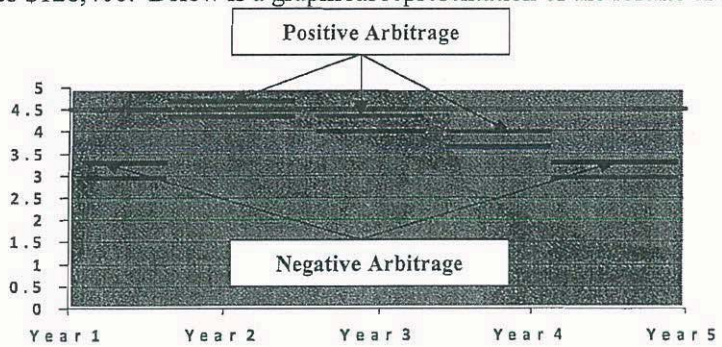
Fulbright & Jaworski LLP	Schwartz, Page, and Harding
Smith, Murdaugh, Little & Bonham, L.L.P.	Coats, Rose, Yale, Ryman & Lee, P.C.
David M. Marks, P.C.	Winstead P.C.
Jeanne H. McDonald, PC	Terrie Sechrist P.C.
Bacon & Wallace, L.L.P.	Strawn & Richardson, PC
Paul A. Philbin & Assoc., P.C.	Young & Brooks
Michael A. Cole, P.C.	Johnson Radcliffe Petrov & Bobbitt PLLC

Experience with Variable Rate Bonds

Variable rate bond computational system: Through our extensive knowledge of the Tax Code, ACS has developed a complex bond year slicing model used solely by our firm. ACS' bond year slicing model matches the bond yield and the investment yield in short incremental time spans that result in significantly lowering or eliminating an arbitrage rebate liability. An arbitrage rebate position for a variable rate bond using a standard computation process is graphically shown below:



In the graph above, the **black line** depicts the bond yield/interest cost of the bond. A variable rate debt issue's interest cost is in constant flux throughout the debt issue's life cycle. Only after combining all interest costs over a specified period of time does a cumulative single rate emerge. In the graph above, the bond yield was calculated to be an average 4% over this five year period. The **red line** depicts the rate of return on the investments. The difference between the red line and the black line is the computed arbitrage, or in this case, payment due to the IRS. In this real life example, the calculation resulted in a $650,000 liability. The bond yield and the interest rate earned on investments do not move in perfect harmony, yet there is a significant amount of correlation between the two rates. ACS' proprietary bond year slicing model breaks down the five year period into smaller blocks of time to significantly reduce or eliminate the difference between the bond yield and the investment yield. The result of using ACS' Bond Year Slicing Model lowered the liability from $650,000 to $128,400. Below is a graphical representation of the results of the bond year slicing model.



Client references

One reference of particular interest is the City of Mission. ACS was selected as the City's arbitrage calculation provider in 2009 and transitioned the contract seamlessly from the City's location, therefore saving the City time and money.

City of Mission, Texas
Ms. Janie Flores, Finance Director
1201 East 8th Street
Mission, Texas 78572
P: (956) 580-8683
E: jflores@mission.lib.tx.us
Description of work:
- Bond management – 37 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:
- Contract period November 2009 – current

City of Pearland, Texas
Ms. Claire Manthei, Director of Finance
3519 Liberty Drive, 2nd Floor
Pearland, Texas 77581-5416
P: (281) 652-1671
E: cbogard@ci.pearland.tx.us
Description of work:
- Bond management – 82 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:
- Contract period 1998 – current

City of San Antonio, Texas (Water System)
Mr. Sergio Molina, Manager Finance
P.O. Box 2449
San Antonio, Texas 72298-2449
P: (210) 233-3814
E: semolina@saws.org
Description of work:
- Bond management – 28 debt issues
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

Contract details:
- Contract period September 2009 – current

City of Conroe, Texas
Mr. Steve Williams, Director of Finance
300 West Davis, Suite 230
Conroe, Texas 77305
P: (936) 522-3050
E: swilliams@cityofconroe.org
Description of Work:
- Bond management – 37 debt issues
- 5-year arbitrage rebate calculations
- Yield restriction reports
- Filing reports to the IRS
- Spending exception calculations

Contract details:
- Contract period July 2005 – current

City of Sugar Land, Texas
Mr. William Pena, CPA, Project Accountant
2700 Town Center Boulevard
Sugar Land, Texas 77479
P: (281) 275-2779
E: smp@sugarlandtx.com
Description of work:
- Bond management – 166 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:
- Contract period 1998 – current

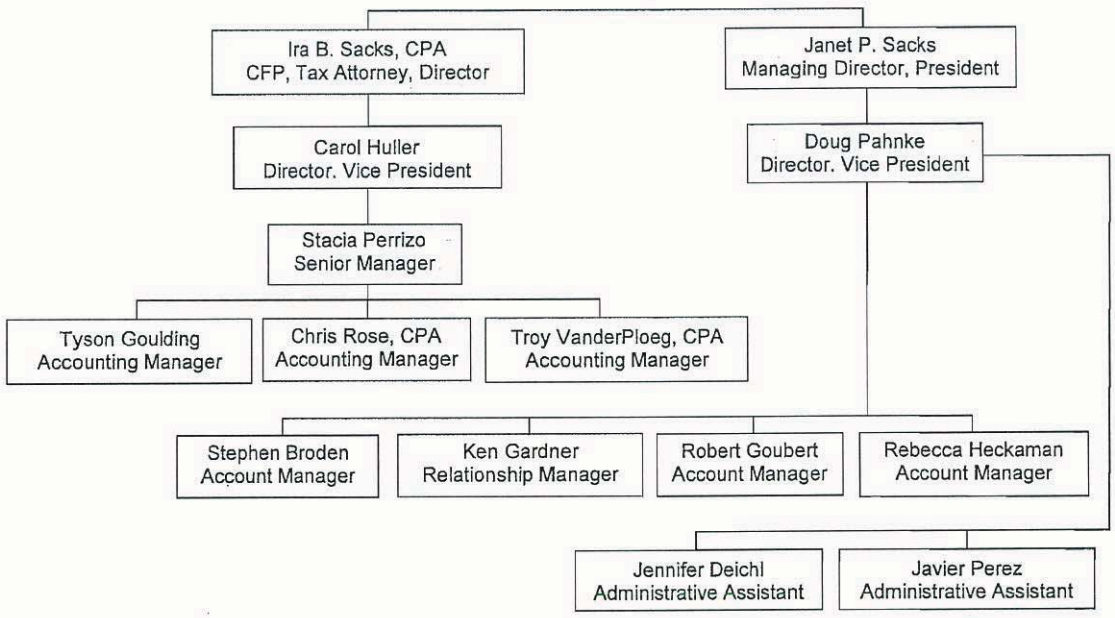
The Woodlands Joint Powers Agency, Texas
Ms. Sandy Treon, Accounting Manager
P.O. Box 7580
The Woodlands, Texas 77387
P: (281) 367-1271 x230
E: sandy@wjpa.org
Description of Work:
- Bond management – 60 debt issues
- Forensic accounting
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

Contract details:
- Contract period August 2005 – current

3. PERSONNEL AND STAFFING

a. Organizational Chart

Key employees assigned to the County are highlighted in yellow.



b. Summary of Work Performed by Each Staff Member

ACS has selected 4 key team members from our 14 person staff to provide arbitrage consulting and compliance services to the County as listed below:

Day-to-day contact

ACS staff member: Mr. Doug Pahnke, Director, Vice President
Experience: 11 years

Mr. Pahnke was selected as the day-to-day contact for the County. He is available to attend the County's management meetings and provide on-site training seminars. These seminars will include one-on-one meetings with the County's accounting staff to discuss project progress and selecting the most beneficial accounting method in the early stages of the bond issuance with a goal of lowering the County's arbitrage rebate liabilities.

Pre-calculation analysis and calculation completion

ACS staff member: Mr. Ira Sacks, CPA, Tax Attorney, Director
Experience: 24 years

Pre-calculation analysis: Mr. Sacks will identify the relevant regulations and elections for each debt issue that will be used to compute the lowest arbitrage rebate liability as allowed by the Tax Code.

Calculation completion: Mr. Sacks will reconcile investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our

calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds. The calculation will detail the rebatable arbitrage earned.

Report language and invoice review

ACS staff member: Ms. Stacia Perrizo, Senior Manager
Experience: 9 years

Ms. Perrizo will review the report language to ensure compliance with the Tax Code and will review the final invoicing to ensure compliance with the County's contract.

Technical review

ACS staff member: Ms. Janet P. Sacks, Managing Director, President
Experience: 24 years

Each ACS report is subjected to a rigorous review process to ensure the accuracy of our work. ACS' report and related documentation is examined for a final technical review to ensure the most favorable treatment of the Tax Code has been applied.

c. Contingency Plan for Alternative Staffing

ACS believes in promoting within our firm and all higher-level employees have served in the capacity of all of the positions below their current position. If an employee is on vacation, sick, or has an emergency, ACS reassigns their duties to the employee's supervisor. In the case of a Director reassignment, the backup would be to another Director. Listed below is ACS' alternative staffing plan for the County:

Employee Assigned	Tasks	Alternative Replacement
Doug Pahnke	Day-to-day support	Robert Goubert
Stacia Perrizo	Report and invoice proofing	Doug Pahnke
Ira B. Sacks	Legal interpretation	Janet P. Sacks
Ira B. Sacks	Arbitrage accountant	Carol Huller

d. Staff Resumes

Collectively, our firm's directors have educational backgrounds that include Masters' Degrees in Accounting, Business, Law, and Taxation as well as having the distinction of holding Certified Public Accountant Licenses. We have built our practice around a solid, unmatched foundation of accounting expertise, tax law interpretation, and arbitrage rebate minimization strategy. Resumes of the proposed project team are listed below:

24 Years
Arbitrage Experience

IRA B. SACKS, CPA, CFP, TAX ATTORNEY, DIRECTOR

Holds Masters Degrees in Jurisprudence, Taxation, and Business, Bachelor of Science Degrees in Accounting, Finance and Computer Science | Credited with the development and implementation of an industry-first, arbitrage rebate calculation software system | Renowned analytical acumen in selecting and applying a specific set of the Tax Code to minimize a client's rebate liability | Regularly provides arbitrage rebate interpretation, consultation and advice to IRS and SEC officials and NABL | Current member of NABL and subcommittee member of the General Tax Matters Committee

11 Years
Arbitrage Experience

DOUG PAHNKE , DIRECTOR, VICE PRESIDENT

Holds Bachelor of Science Degrees in Marketing and Finance, Masters Degree in Computer Science | Nationally recognized expert of the Tax Code | Coordinates the firm's IRS Audit Defense Team of accountants, legal counsel and arbitrage rebate employees to ensure favorable outcome for clients | Highly regarded instructor on topic of arbitrage compliance to government organizations, auditing firms and accounting firms throughout the nation | Adept at applying years of government accounting acumen to resolve problems and recreate incomplete, aged accounting records | CPA Candidate

19 Years
Arbitrage Experience

CAROL HULLER, DIRECTOR, VICE PRESIDENT

Holds Bachelor of Science Degree | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, bond year slicing optimization, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Highly regarded as an expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients and to professionals within the arbitrage rebate industry | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties

20 Years Experience
in Public Finance
and Government

KEN GARDNER, RELATIONSHIP MANAGER

Holds Bachelor of Science Degree from Seton Hall University in Business Administration/ Economics | Certificate in Government from Rutgers University | Certificate in Supervisory Management from the National Certified Public Managers Program | Brings over 10 years of experience in public finance, bond compliance and issuance representing clients from the State, County, Authority, Municipal, School District, and Hospital levels as well as over 10 years experience in government as an elected official and government employee | Served as Council President and Fire Commissioner in Woodbridge, New Jersey | Served as a manager of School Facilities Finance for the New Jersey Department of Education

24 Years
Arbitrage Experience

JANET P. SACKS, MANAGING DIRECTOR, PRESIDENT

Holds Masters Degrees in both Accounting and Finance | Industry Pioneer and original member of the Beryl Anthony Commission of Public Finance, the Congressional Committee responsible for the overhaul of 1986 Tax Code | Highly regarded in the field of arbitrage compliance and speaker for national agencies including the Internal Revenue Service, the Securities Exchange Commission, NABL, numerous government organizations as well as state and local Government Finance Officer's Associations | Reviews all calculations to ensure they are in compliance with the Tax Code

9 Years
Arbitrage Experience

STACIA PERRIZO, SENIOR MANAGER

Holds Bachelor of Arts Degree | Brings an excellent foundation from her years of financial audit experience as internal Financial Auditor for the Marriott Corporation | Member of the IRS Audit Defense team since 2002 | Primary focus is on the production and review of arbitrage rebate analysis, training new accountants, and analyzing financial trends to reduce or eliminate potential arbitrage rebate | Expertise in complex analytical work, including arbitrage rebate minimization strategies, common reserve allocations, and yield period optimizations

9 Years
Arbitrage Experience

ROBERT GOUBERT, ACCOUNT MANAGER

Brings a solid foundation in budgeting, forecasting, and profit/loss analyses as Profit Manager with the Marriott Corporation | Skilled at applying years of experience and government accounting knowledge to resolve problems and recreate incomplete, forensic accounting records | Highly regarded instructor on a national level covering arbitrage minimization, accounting requirements, investment tracking systems, and IRS audit-proofing procedures for GFOA, school business officials, and auditing firms | Responsible for training new account managers and overseeing team's report production as well as managing client relations

2 Years
Arbitrage Experience

TROY VANDERPLOEG, CPA, ACCOUNTING MANAGER

Holds Bachelor of Science Degree in Finance and Master of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Troy enters the initial information into our arbitrage software for a senior level staff member to complete the calculations

2 Years
Arbitrage Experience

STEPHEN BRODEN, ACCOUNT MANAGER

Holds Bachelor of Science Degree in Financial Management | Brings six years of experience in finance, accounting, and investments as a Bank Manager for Wachovia Bank | Works very closely with client's staff concerning investment practices, debt structures and accounting requirements to ensure compliance with the Tax Code, with a focus on minimizing costly rebate liabilities | Excels in developing and maintaining business relationships with clients | Excels in developing a full understanding of the client's debt programs

4 Years
Arbitrage Experience

TYSON GOULDING, ACCOUNTING MANAGER

Holds Bachelor of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Tyson enters the initial information into our arbitrage software for a senior level staff member to complete the calculations | CPA Candidate

2 Years
Arbitrage Experience

CHRIS ROSE, CPA, ACCOUNTING MANAGER

Holds both Bachelor of Science and Master of Science Degrees in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Chris enters the initial information into our arbitrage software for a senior level staff member to complete the calculations

4. REQUIRED CERTIFICATIONS AND SUBMITTAL

Ira B. Sacks	Attorney License	11490
Ira B. Sacks	Certified Public Accountant License	6950
Ira B. Sacks	Preparer Tax Identification Number*	P0124703
Troy Vanderploeg	Certified Public Accountant License	28963
Christopher Rose	Certified Public Accountant License	29050

***New registration requirements for arbitrage rebate providers:** Prior to December 31, 2010, the arbitrage rebate industry did not have governmental oversight. Regardless of an individual's education or qualifications, the individual was allowed to perform arbitrage calculations. Because of this lack of qualification in the arbitrage industry, the United States Treasury required firms to be registered with the IRS as of January 1, 2011. A registered arbitrage provider is required to have either a CPA's license, attorney's license, or must satisfy minimal testing requirements in order to legally calculate and submit arbitrage rebate and/or yield restriction payments to the IRS. Ira B. Sacks received his qualification through his CPA and Tax Attorney Licenses. *In reviewing the responses from other vendors, the County should take note of the qualifications of the individual(s) that have received their tax professional Preparer Tax Identification Number ("PTIN") and determine how many years of actual arbitrage rebate experience the individuals have.*

Many arbitrage rebate firms were in a rush to employ an individual by December 31, 2010 that would qualify for a PTIN. Such firms may have hired an attorney or a CPA with little to no experience in calculating arbitrage rebate in order to satisfy the new registration requirement.

Professional liability insurance is included in Tab 1 of this response.

5. SCOPE OF SERVICES

ACS performs pre-calculation work on all rebate computations, assuring that the relevant regulatory and technical expertise necessary to identify the lowest, legally permissible arbitrage rebate liability is applied.

No cost contract transition team: As part of the arbitrage rebate service contract, ACS' contract transition team will copy the necessary bond documents and completed arbitrage reports at the County's location. ACS provides this no cost service because we understand that switching from one vendor to another can create additional work for the County's staff. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. Transitioning an arbitrage contract for 13 bonds can take upwards of 16 labor hours and by allowing our firm to transition the contract, the County will forgo the labor cost and inconvenience of copying the documents required to transition to our firm. ACS' transition team will require approximately 100 square feet of working space and the use of a copier for approximately one day to complete this transition. Our team is very conscientious and will not disrupt County personnel during the course of copying the necessary documents. Our calculations will incorporate the findings compiled by the County's previous provider in order to create a comprehensive arbitrage rebate report. Transition costs and other hardships typically placed on the County will be eliminated.

Arbitrage compliance programs

On-site training: We understand that arbitrage compliance is not part of the daily routine of the County's employees; therefore, the County's contract will be supported by our Houston, Texas office. The on-site services that ACS will provide to the County are:

- No cost contract transition team will be provided
- Comprehensive discussions of the findings of each arbitrage calculation
- Training of the County's staff on strategies to help lower arbitrage liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend board meetings

Yield restriction requirements: ACS monitors each debt issue to ensure that it satisfies both the construction fund yield restriction requirements as well as the refunding escrow yield restriction requirements.

Full or partial payment advice: The arbitrage rebate regulations require that at least 90% of the liability is paid when due. However, if less than 100% of the liability is paid, the remaining unpaid liability may continue to increase due to the future value factor used to compute arbitrage rebate. ACS will evaluate if making a payment less than 100% of the liability due is in the best interest of the County. ACS will review certain factors such as: unspent fund balances, current earnings rates, and the future value factor.

Computational requirements

Legal analysis of bond documents: Our in-house tax attorney will analyze each bond structure to determine which bonds are subject to rebate, yield restriction, and applicable exceptions. ACS will issue a legal opinion to the County stating our findings. We will then determine IRS filing deadlines, extensions, and election requirements and enter this information into our database tracking system to ensure timely reporting.

Bond yield: ACS will compute the bond yield on each debt issuance to ensure accuracy. The Tax Code only allows one method to calculate the bond yield on fixed rate bonds; however, the Tax Code allows numerous methods to calculate the yield on variable rate bonds. As discussed on Page 6 of this response, ACS has developed a variable rate bond yield slicing model utilized to significantly reduce or eliminate arbitrage rebate payments for variable rate bonds. Our bond year slicing model has saved our clients millions in potential arbitrage rebate and yield restriction payments.

Gross proceeds: The ACS accountant will reconcile the investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds.

Investment records: As a national provider of arbitrage rebate services, ACS currently works with investment firms throughout the Country. ACS will contact the respective investment firm directly and have the investment statements sent to our firm for storage. Our statement storage program alleviates the need for our clients to track down old statements, copy them and mail them to our firm. Upon receipt of the monthly statements, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult and therefore requires more of the County's personnel time than is necessary.

Yield on the investments: Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability. Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio. Rate of return is also calculated for all investments in aggregate.

Unmatched understanding of the Tax Code: ACS' experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code. The Tax Code is riddled with legal uncertainties and ambiguities. These ambiguities are not made easier since arbitrage rebate regulations have undergone four major changes, as indicated in bold type in *Figure 1* below, and numerous minor regulatory changes since 1986.

Figure 1:

1986 Arbitrage Rebate Requirements, Section 148, issued 8/31/86
1989 Temporary Regulations, issued 5/15/89
Amended on 4/25/91
1989 Spending Exception Regulations
1992 Final and Proposed Regulations, issued 5/18/92
Amended on 9/30/92
Amended on 10/5/92
1993 Final Regulations, issued 7/1/93
1998 Amendment to Small Issuer Exception, issued 1/1/98
2002 Amendment to Small Issuer Exception, issued 1/1/02
2007 Amendment to Safe Harbor Rules, issued 1/1/07
2009 Amendment to Computational Credits, issued 1/1/09

Arbitrage rebate calculations are dependent upon the year of issuance and the set of regulations that were effective at the time of issuance. Therefore, a thorough knowledge of each and every regulatory change since that time is mandatory to accurately compute the lowest permissible liability as allowed by law. Ira Sacks' daily involvement in the arbitrage calculation process ensures that the arbitrage exemptions and elections are correctly applied to compute the lowest permissible arbitrage rebate liability.

Perform computations every five years and upon maturity: Data is entered into our rebate calculation software and the rebate, yield restriction/yield reduction or spending exception/penalty calculations are performed. Throughout the data entry phase, the ACS accountant confers with our tax attorney concerning any unusual circumstances surrounding the data. Compliance with the Tax Code is essential to the calculations and services ACS performs for our clients. Each calculation will be performed on our proprietary arbitrage rebate software.

Methodology in completing calculations: As an integral and important part of ACS' arbitrage rebate services, we utilize our vast and extensive experience by first identifying various allowable alternative methods, which may lower the rebate liability on each bond issue and then research, evaluate and apply the most advantageous option. As an example, there are numerous accounting and allocation rules such as: pro-rata, first-in, first-out, last-in, first-out, or specific tracing of funds, all contained within the Tax Code. These methods provide a degree of flexibility in allowable treatments of investment/expenditure of bond proceeds that serve as our input into the rebate calculation process. ACS will use its years of experience and large knowledgebase to apply these rules and select the best method or combination of methods to minimize the County's aggregate rebate liability.

Each report and related supporting documentation will be subject to examination by ACS' tax attorney for final technical review to ensure the most favorable treatment of the Tax Code. ACS' reports include an executive summary, investment information as well as recommendations as outlined below:

Executive summary:

- CPA certified and legal professional opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining the liability payments to the United States Treasury.
- Investment yield – the overall cumulative yield for all investments.
- Arbitrage rebate liability
  - 100% arbitrage rebate liability
  - 90% arbitrage rebate liability – the Tax Code only requires that at least 90% of the liability be paid upon reaching a filing date.
  - Bond yield – to ensure accuracy in our reports, ACS will recalculate the bond yield using the source documents received since the entire arbitrage rebate calculation is based on the bond yield.

Investment information:

- Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability.
- Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio.
- Rate of return is also calculated for all investments in aggregate.

Recommendations:

- Future filing due dates
- Accounting method modifications – ACS will provide recommendations on alternative accounting methods that may be employed to reduce the arbitrage rebate liability.
- Liability reserves – amount of funds to be reserved for upcoming arbitrage filings
  - ACS will analyze the current fund balances, investment yields, yield trends, and future value factors and provide recommendations on whether to submit 100% of the arbitrage liability or 90% of the liability.
- Spending exception elections
- Yield restriction limits

IRS reporting requirements

Complete Form 8038-T and reports: ACS will prepare and distribute a signature ready IRS Form 8038-T for payment of arbitrage rebate or yield restriction to include detailed filing instructions. The forms and returns will be attached to the supporting calculations and will include transferred proceeds allocations.

Provide a written report: Each report will include supporting documentation and will include a legal professional opinion that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon by the County in determining the liability payments to the United States Treasury.

Determine correction/penalty amount: If a correction amount is due, ACS will determine that amount due to include any penalty amount. In the history of our firm, ACS has not missed a deadline that resulted in a correction or penalty amount due.

Recovery requests/IRS refunds: ACS has completed hundreds of refund requests for clients. Requesting a refund from the IRS requires an extensive amount of documentation to be gathered and formatted to expedite processing the refund. Since the IRS completes a mini-audit on both the past completed arbitrage rebate reports as well as the bond structuring, the information submitted to the IRS needs to be evaluated by ACS carefully before presenting the information to the IRS. For example, bond structuring investments have recently been scrutinized by both the IRS and the SEC concerning swap agreements and cancellations, forward purchase agreements, escrow funds supported by open market securities, and guaranteed investment agreements. These investment and hedge transactions were often not sold for market rates and created arbitrage positions that placed the municipalities' debt at risk of losing their tax-exempt statuses. Before submitting a refund to the IRS, ACS will identify the risk level of submitting bond information to the IRS and discuss our findings with the County. ACS' goal is to not only calculate the lowest arbitrage rebate but to also keep the County out of harm's way in regard to the IRS and SEC inquires.

Record retention: ACS will retain all records received by the County for the life of the bond plus three years.

IRS audits: ACS has been assisting our clients with audits for over 24 years. We not only deliver initial preventative "audit-proofing" in our work product for clients, but also provide all necessary IRS follow-up procedures as outlined below:

Step One: Determine if the audit was random or targeted

- On-staff tax attorney reviews audit details
- If the audit was targeted, ACS would research the NABL database to determine if other audits were issued under similar circumstances.
- Evaluate the finding from similar audits

Step Two: Determine the risk to the County

- ACS will evaluate:
  - Investments, swaps, repurchase agreements, guaranteed investment contracts, or other financial instruments that have been known to evoke IRS attention.
  - The structure of the debt issue.
  - The accuracy of past arbitrage providers' calculations (if applicable).

Step Three: ACS will formulate the answers to the IRS audit and act as legal representative to shield the County from direct exposure to the IRS inquiry to ensure that all responses are properly formulated to reduce the County's exposure to penalties.

Step Four: If ACS determines the bond under audit may have exposure, ACS' legal and accounting team will confer with the County's Bond Counsel, Financial Advisors and other related parties to strategize on how to lower the amount of the exposure to the minimum level. If allowable, ACS will re-compute the arbitrage rebate or yield restriction liability and perform other calculations deemed necessary to assist the County in reducing or eliminating any financial penalties that the IRS may impose.

Who better to defend the County in an IRS audit than a firm that has both 24 years of accounting and legal acumen in the arbitrage rebate industry?

Bond tracking system: Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below:

Arbitrage Compliance Specialists, Inc.
Phone: (800) 672-9993
Fax: (800) 756-6505
www.rebatebyacs.com

ARBITRAGE REBATE SUMMARY
City of XYZ
Friday, July 16, 2010

	BOND FACTS								COMPLETED			FUTURE	
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Temp. Period Elig.	Minor Portion	Report Description	Type	End Date	Liability	Type	End Date
1.00	$5,597,326.65	Unlimited Tax Refunding Bonds, Series 1989	11/21/89	03/01/00	Yes	No			Arbitrage Rebate Calculation	Final	03/01/00	($102,005.83)		
2.00	$1,675,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1993	05/19/93		No	No								
3.00	$1,465,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1994	10/20/94		No	No								
4.00	$2,780,000.00	Unlimited Tax Refunding Bonds, Series 1996	09/11/96	03/01/08	Yes	No			Arbitrage Rebate Calculation	Final	03/01/08	($58,145.83)		
5.00	$3,060,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2000	08/30/00		No	No								
6.00	$5,515,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2001	08/22/01	03/01/26	Yes	No			Arbitrage Rebate Calculation	05th Year	08/22/06	($134,861.13)	10th Year	08/22/11
6.10	$3,180,000.00	Bond Anticipation Note, Series 2001	12/11/01	09/19/02	Yes	No			Arbitrage Rebate Calculation	Final	09/19/02	($4,944.68)		
7.00	$6,340,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2002	09/19/02	03/01/27	Yes	Yes	09/19/05	$100,000.00	Arbitrage Rebate Calculation	05th Year	09/19/07	($173,782.84)	10th Year	09/19/12
									Project Yield Restriction Calculation	05th Year	09/19/07	($14,445.53)		
7.10	$10,110,000.00	Bond Anticipation Note, Series 2002	09/23/02	09/10/03	No	No								
8.00	$2,655,000.00	Unlimited Tax Refunding Bonds, Series 2002	11/20/02	03/01/17	Yes	No			Arbitrage Rebate Calculation	05th Year	11/20/07	($50,614.31)	10th Year	11/20/12
9.00	$19,440,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2003	09/10/03	03/01/28	Yes	No			Arbitrage Rebate Calculation	05th Year	09/10/08	($389,714.21)	10th Year	09/10/13
9.10	$9,965,000.00	Bond Anticipation Note, Series 2003	10/30/03	10/01/04	No	Yes	10/30/05	$100,000.00						
10.00	$21,250,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2004	11/04/04	03/01/29	Yes	Yes	11/01/07	$100,000.00	Arbitrage Rebate Calculation	05th Year	11/04/09	($139,446.48)	10th Year	11/04/2013
10.50	$12,035,000.00	Bond Anticipation Note, Series 2004A	12/01/04	11/20/05	No	Yes	12/01/07	$100,000.00						
10.75	$10,388,716.83	Refunding Bond Anticipation Note, Series 2004	10/01/04	11/20/04	No	No								
11.00	$33,780,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2005	08/04/05	03/01/30	Yes	Yes	08/01/08	$100,000.00	Arbitrage Rebate Calculation				05th Year	08/04/10
12.00	$16,850,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2006	06/22/06	03/01/30	Yes	Yes	06/22/09	$100,000.00	Arbitrage Rebate Calculation				05th Year	06/22/11

Additional services provided to the County

Providing an efficient, cost-effective means of calculating rebate: In addition to providing arbitrage calculation fees of approximately 30-40% lower than the industry average, ACS will provide services to cover the entire life cycle of each debt issue starting with the preliminary planning stage of a debt issue and ending with investment records storage for three years after the bonds have matured. The additional services ACS will provide are listed below:

- **No cost transition team:** ACS will provide a transition team to copy the bond documents and prior calculations at the County's location. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. This process will be performed at ***no cost to the County.***

- **Automatic distribution of bond documents through the closing process:** As debt is issued in the future, ACS will work directly with the County's bond counsel to receive documents directly, eliminating the need for the County's personnel to copy the documents.

- **Monthly data transmissions:** Upon receipt from the investment firm, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult to implement and therefore requires more of the County's personnel time than is necessary.

- **On-site training classes:** ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of arbitrage rebate. Our support and training includes comprehensive discussions of each arbitrage calculation, training on strategies to help lower arbitrage rebate, and training concerning the rules of arbitrage rebate accounting.

- **Pre-issuance advice:** ACS has performed over 30,000 arbitrage rebate and yield restriction calculations for tax-exempt debt issues over the past 24 years. Over this time, we have seen complications that can arise based on elections made by municipalities during the pre-issuance stage of the debt. Such complications have the potential to create high arbitrage rebate liabilities. We find that in many cases, the arbitrage rebate payments may have been reduced or eliminated if these issuers had consulted with ACS during the pre-issuance stage of the debt issue. ACS' practice is committed to providing pre-issuance election advice to our clients to assist in lowering or eliminating arbitrage rebate payments made to the IRS.

- **Create an arbitrage rebate policy manual:** In 2008, the IRS announced that a review of tax-exempt debt issuers' arbitrage compliance policies would be added to their audit processes. In response, ACS' tax attorney and team of accountants developed a comprehensive policy manual that includes a summarized explanation of the arbitrage rebate requirements as well as a model of best practices to ensure compliance with the Tax Code. The policy manual is provided to all of our clients and is tailored to meet the specific accounting structure and process flow of each client.

ARBIT-1 OP ID: AP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/12

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.	
Western Group Inc - Montrose 540 East Main PO Box 788 Montrose, CO 81402 Alex Perez	970-249-6661	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Arbitrage Compliance Specialitst, Inc. 5975 S Quebec St // Suite 205 Greenwood Village, CO 80111		INSURER A: State Auto Insurance	41653
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	BOP261747000	07/18/12	07/18/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BOP261747000	07/18/12	07/18/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Those usual to the Insured's operations

CERTIFICATE HOLDER	CANCELLATION
HILDAGO County of Hildago Purchasing Department 2812 South Highway Bus 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Alex Perez

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2013

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Arbitrage Compliance Specialists Inc
5975 S. Quebec St. #205
Greenwood Village, CO 80111

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Pinnacol Assurance	41190
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. NOTWITHSTANDNG ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMMENT 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES	
		☐ CLAIMS MADE ☐ OCCUR				MED EXP(Any one person)	
						PERSONAL & ADV INJURY	
		GEN'L AGGREGATE LIMIT APPLIERS PER:				GENERAL AGGREGATE	
		☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea Accident)	
		☐ ANY AUTO				BODILY INJURY (Per person)	
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		☐ ANY AUTO				OTHER THAN EA ACC	
						AUTO ONLY: AGG	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	
		☐ DEDUCTIBLE					
		☐ RETENTION $					
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	3358559	08/01/2012	08/01/2013	☒ WC STATU-TORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L EACH ACCIDENT	$1,000,000
		If yes, please describe under SPECIAL PROVISIONS below				E.L DISEASE - EA EMPLOYEE	$1,000,000
						E.L DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1455135
County of Hildago
Purchasing Department
2812 South Highway
Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Hurd
Underwriter

ACORD CORPORATION 1988

CERTIFICATE HOLDER COPY

County of Hildago
Purchasing Department
2812 South Highway
Bus 281
Edinburg, TX 78539

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Insight
Insurance Services, Inc.

CERTIFICATE OF INSURANCE

TO: Purchasing Department
County of Hildago
2812 South Highway Bus 281
Edinburg TX 78539

This is to certify that the described insurance is in force at this date with:
Colony Specialty Insurance Company

NAMED AND ADDRESS OF INSURED:
Arbitrage Compliance Specialists, Inc.
5975 S. Quebec Street, #205
Centennial CO 80111

TYPE OF INSURANCE: Accountants Professional Liability

AMOUNT OF COVERAGE
$2,000,000 Limit of Liability, Each Claim
$2,000,000 Limit of Liability, Aggregate
$5,000 Deductible, Each Claim
$5,000 Deductible, Annual Aggregate

POLICY PERIOD
Effective Date 01/06/2013
Expiration Date 01/06/2014

POLICY NUMBER IAC10887 - 03

This certificate is furnished to you as a matter of information only and confers no rights upon the Certificate holder. The issuance of the Certificate does not make the person or organization to whom it is issued an additional Insured, nor does it modify in any manner the Policy between the Insured and the Insurers. Any amendment, change or extension of such Policy can only be effected by special endorsement attached thereto.

In the event of cancellation of the aforementioned Policy by the undersigned, the undersigned will endeavor to give 30 days written notice to the party to whom this Certificate is issued, but failure to give such notice shall impose no obligation upon the undersigned.

DATE: December 12, 2012

Michael J. Chmura

Authorized Representative

2000 S. Batavia Ave. Suite 300 | Geneva, IL 60134 | Tel: 800.447.4626 | Tel: 630.208.1900 | Fax: 888.447.6289 | WWW.INSIGHTINSURANCE.COM

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 21, 2011

_____

_____

_____

Re: **HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**
Request For Qualifications:
"Arbitrage Calculation Services-Hidalgo County and Hidalgo County Drainage District No. 1"

RFQ No: 2011-070-03-16-VYG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"ARBITRAGE CALCULATION SERVICES"
RFQ No: 2011-070-03-16-VYG

1. **Request For Qualifications Letter.**
2. **Request for Qualifications, Legal Notice, consisting of 9 pages.**
3. **Requirements, Exhibit A and Additional Specifications, consisting of 10 pages.**
4. **Evaluation Criteria, Exhibit B, consisting of 3 pages.**
5. **Insurance Requirements, Exhibit C, consisting of 4 pages.**
6. **Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.**
7. **Participant's Affidavit, Exhibit E, consisting of 1 page.**
8. **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.**
9. **Certification Regarding Debarment, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent — **February 21, 2011** **Date**

RFQ No: 2011-070-03-16	Contract's Manager: Vangie Y. Garcia	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County and Hidalgo County Drainage District No. 1
Edinburg, Texas

ARBITRAGE CALCULATION SERVICES
MARCH 16, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2011-070-03-16-VYG**

1. **Sealed Statements of Qualifications** will be received for **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO.1",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the submitters name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"REQUEST FOR QUALIFICATIONS NO: 2011-070-03-16-VYG-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTICT NO. 1"** and in County's Purchasing Department, 2802 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 IN REFERENCE TO RFQ: 2011-070-03-16-VYG-ARBITRAGE CALCULATIONSERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 .**

   Hidalgo County and Hidalgo County Drainage District No.1 reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County and Drainage District.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, March 9, 2011 *at 5:00 p.m.* Responses will be sent to all applicants via facsimile by Friday, March 11, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. 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 submitter, or to reject all RFQs and re-advertise.

4. For work to be performed at a County-owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.

5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Submitters shall acknowledge receipt of all addenda as a part of their RFQ.

7. County reserves the right to accept or reject any or all RFQs.

8. Costs are to be net F.O.B. destination, County Prepaid.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. 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 an RFQ 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.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

13. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful submitter
b) Name and address of receiving department or official
c) Purchase Order Number (if any)

d) Notation - **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1"**

e) 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 **(For Hidalgo County)**
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

Hidalgo County Drainage District No.1
Godfrey Garza
1902 North Doolittle Road
Edinburg, Texas 78542

14. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**March 16 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

15. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient~~ bid ~~bond in the amount of five percent of the total contract price. A~~ bid ~~bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. 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 therefor 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.

17. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

18. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

19. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the proposal;

. Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

21. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer'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.

22. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful proposer.

25. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for QUALIFICATIONS shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

26. 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.

27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

28. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications for
Hidalgo County and Hidalgo County Drainage District No. 1
"ARBITRAGE CALCULATION SERVICES"
RFQ NO: 2011-070-03-16-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Submitter:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY and
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

REQUEST FOR QUALIFICATIONS

"ARBITRAGE CALCULATION SERVICES"
RFQ NO:2011-070-03-16-VYG

Hidalgo County is inviting statements of qualifications from qualified arbitrage firms to provide arbitrage calculation services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a qualified state-(Texas) arbitrage consulting firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. March 16, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"ARBITRAGE CALCULATION SERVICES"** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFQ NO: 2011-070-03-16-VYG

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, March 9, 2011, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, March 11, 2011, at 5:00 P.M**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for three (3)-one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm(s) Qualifications:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.

- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:
The participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:
This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein

SCOPE OF SERVICES:
The firm selected will be required to perform all services, duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. **(Please refer to Additional Specifications and Requirements)**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:
The fee will be negotiated based on the scope of work and services.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

Hidalgo County and Hidalgo County Drainage District No. 1
Arbitrage Calculation Services
RFQ NO: 2011-070-03-16-VYG

Additional Specifications and Requirements

SCOPE OF SERVICES:
The firm selected will be required to perform arbitrage calculations for Hidalgo County and Hidalgo County Drainage District's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Certificates of Obligation, Series 2001	$25,675,000.00
2.	Certificates of Obligation, Series 2002	$20,910,000.00
3.	Certificates of Obligation, Series 2004	$32,250,000.00
4.	Refunding Bonds, Series 2005	$51,640,000.00
5.	Certificates of Obligation, Series 2006	$38,770,000.00
6.	Refunding Bonds, Series 2006	$ 2,180,000.00
7.	Refunding Bonds, Series 2007	$26,415,000.00
8.	Certificates of Obligation, Series 2009	$24,280,000.00
9.	Certificates of Obligation, Series 2009A	$ 6,995,000.00
10	Certificates of Obligation, Series 2009B&C	$12,225,000.00
11.	Certificates of Obligation, Series 2010A&B	$27,850,000.00

Hidalgo County Drainage District No. 1 outstanding issues currently include:

1.	Unlimited Tax Improvement Bonds, Series 2007	$28,000,000.00
2.	Unlimited Tax Improvement Bonds, Series 2008	$72,000,000.00

1. Arbitrage Compliance Program
Firm will establish a program to ensure Hidalgo County and Hidalgo County Drainage District No. 1 is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and the Drainage District provide the following additional services:

- Assist the County and the Drainage District in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.

- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County and the Drainage District in monitoring yield-restricted funds, which may be invested.

- Assist the County and the Drainage District, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

2. Computational Requirements

Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County and Hidalgo County Drainage District No. 1 using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.

- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.

- Identify, and separately account for, all "Gross Proceeds" (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.

- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.

- Compute the yield on the earnings of the gross proceeds of the issue.

- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.

- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.

- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

3. Internal Revenue Service Reporting Requirements

Firm will serve as the interface between the County, Drainage District and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.

- Provide a written report supporting the computations to the County and the Drainage District.

- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County and the Drainage District overpays the amount of rebatable arbitrage for an issue.

- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.

- Assist the County and the Drainage District, as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.

- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARBITRAGE CALCULATION SERVICES

RFQ No. 2011-070-03-16-VYG

EVALUATION CRITERIA

HIDALGO COUNTY
"ARBITRAGE CALCULATION SERVICES"
RFQ NO: 2011-070-03-16-VYG

RFQ Evaluation Criteria

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. Firm's Qualification/Experience of Firm (0-40)

The firm's should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

2. Firm's Understanding Project and Approach to Scope of Service (0-35)

The firm shall designate availability of specialized legal expertise related to arbitrage calculation services to or within the firm in order to completely and efficiently perform the arbitrage services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Firm's References and Similar Engagements (0-25)

The firm should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

SOQ EVALUATION FORM
"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"
RFQ NO:2011-070-03-16-VYG

SOQ- EVALUATION FORM **Point Range** **Score**

1. Firm's Qualifications/Experience of Firm **0-40** _____

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform he contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

Comments/Rationale for Points:_____

_____

2. Firm's Understanding of Project and Approach to Scope of Service **0-35** _____

The firm shall designate availability of specialized legal expertise related to arbitrage calculation services to or within the firm in order to completely and efficiently perform the arbitrage services**.** The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points:_____

_____

3. Firm's References and Similar Engagements **0-25** _____

The firm should provide as much background information as to it's experience in providing similar services to County, City or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

Comments/Rationale for Points:_____

_____

TOTAL SCORE: _____

FIRM: _____

Name of Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person** ► **Date** ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

November 11, 2013

Mr. Raymundo Eufracio, County Auditor
Ms. Linda Fong, Assistant County Auditor
Hidalgo County, Texas ("Issuer")
2808 South Business Highway 281
Edinburg, Texas 78539

Dear Mr. Eufracio & Ms. Fong,

CONTRACT FOR ARBITRAGE COMPLIANCE SERVICES

Arbitrage Compliance Specialists, Inc. ("ACS") is proposing a comprehensive contract ("Contract") to complete arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for the tax-exempt debt listed in Exhibit A. The Issuer or ACS can terminate this Contract upon a 30 day written notice and payment of any services to-date.

We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext. 7538.

Very truly yours,

Arbitrage Compliance Specialists, Inc.

Matt Collins, Account Manager

Stephen Broden, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to matt@rebatebyacs.com or Stephen@rebatebyacs.com

Accepted by – Signature

Title

Date

Organization

HEADQUARTERS: 5975 S. Quebec St. #205 · Centennial, Colorado 80111
V 800-672-9993 F 800-756-6505 V 303-756-5100 F 303-756-0901 W www.rebatebyacs.com
LOCATIONS NATIONWIDE: AZ · CA · CO · FL · ID · NJ · NV · OK · OR · PA · TN · TX · UT · WA

printed on recycled paper

EXHIBIT A
ARBITRAGE REBATE AND PROJECT FUND YIELD RESTRICTION BUDGET

BOND FACTS			REPORT	BUDGET			STATUS
Ctrl#	PAR	Bond Issue	Description	Type	End Date	Amount	Accept/Decline
4.00	$2,800,000	Tax Notes, Series 2004	Arbitrage Rebate Calculation	Final	10/06/06	$1,875	Accept ☐ Decline ☐
8.00	$13,195,000	Tax Notes, Series 2007	Arbitrage Rebate Calculation	Final	3/18/09	$1,875	Accept ☐ Decline ☐
	TOTAL					**$3,750❶***	

Footnotes for pricing:

❶*ACS' fee for completing and filing Form 8038-T on 5th Year, 10th Year....Final Year if rebate is owed and applicable; on-time filing $395, late filing $595.*

**Optional Charges for all issues, if applicable: $150 per hour - Uncommingling of any funds, accounts or investments, as required (approximately $250 - $1,000 per year); transferred proceeds allocations (approximately $250 - $500 per year), if required due to certain types of refundings; if a Spending Exception is a viable option for this issue, the fee per 6-month report is $1,250, which is generally in lieu (unless there is a Reserve Fund) of rebate reports. ACS's fees include one hour of data collection per debt issue; additional hours will be billed at $150 per hour.*

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Approval of Document-Arbitrage Compliance Specialists

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Wed, Nov 20, 2013 11:03 AM

Subject : Re: Approval of Document-Arbitrage Compliance Specialists

To : Steve Crain <scrain@atlashall.com>

Yes Sir, it appears that they are and thank you for your response.

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 11:06:11 AM
Subject: RE: Approval of Document-Arbitrage Compliance Specialists

If the auditor is satisfied then I am OK.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 10:45 AM
To: Steve Crain
Subject: Re: Approval of Document-Arbitrage Compliance Specialists

Mr. Crain:

It's one of the attachments listed as E-13-195-06-04, nonetheless attached it is. The signature page is unde page 3 of 66 when you open the attachment.

Thank you

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 10:44:59 AM
Subject: RE: Approval of Document-Arbitrage Compliance Specialists

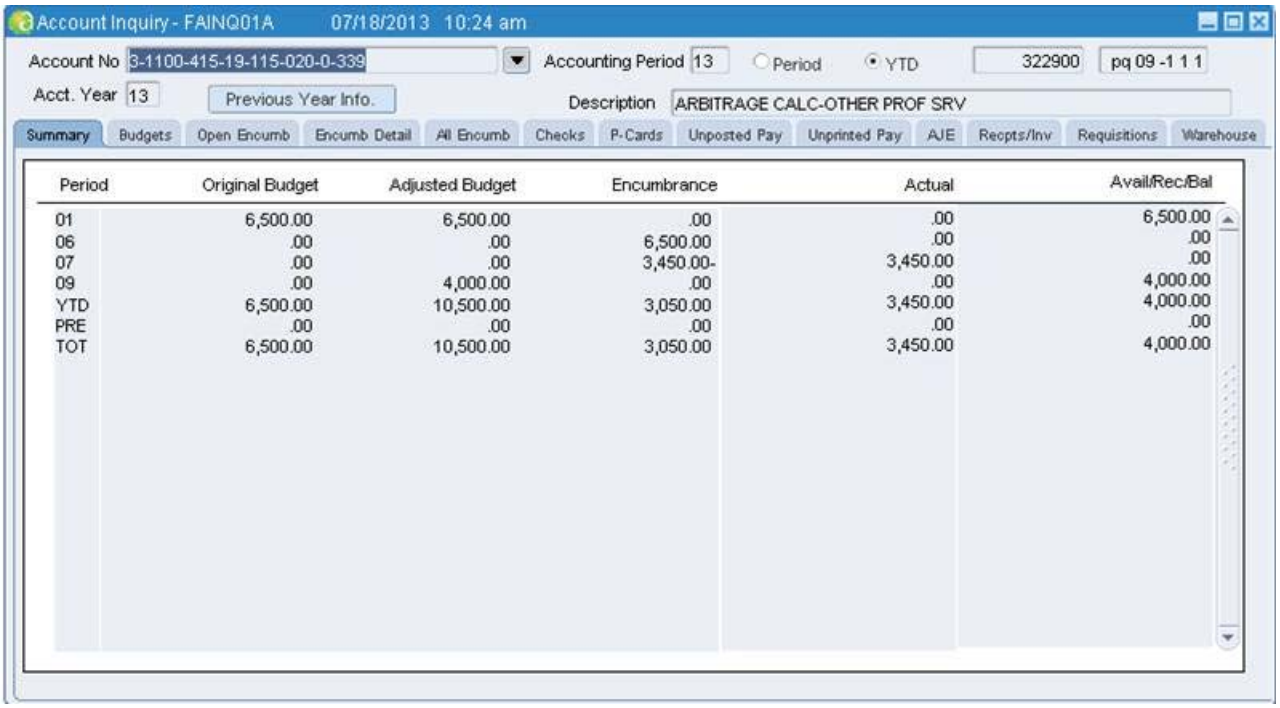
Lease send to me the contract I approved.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 9:53 AM

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

FW: Arbitrage Compliance Specialists

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Wed, Nov 20, 2013 02:08 PM
Subject : FW: Arbitrage Compliance Specialists 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Cc : Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	6,500.00	6,500.00	.00	.00	6,500.00
06	.00	.00	6,500.00	.00	.00
07	.00	.00	3,450.00-	3,450.00	.00
09	.00	4,000.00	.00	.00	4,000.00
YTD	6,500.00	10,500.00	3,050.00	3,450.00	4,000.00
PRE	.00	.00	.00	.00	.00
TOT	6,500.00	10,500.00	3,050.00	3,450.00	4,000.00

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 10:01 AM
To: Linda Fong
Cc: Martha Salazar
Subject: Arbitrage Compliance Specialists

Linda:
I'm about to create an agenda item however I need to identify the funding account number the agenda. Please forward the information so as to proceed with the agenda.

Thank you

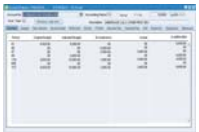


image001.jpg
43 KB

AI-41554 **Purchasing Department 20. E. 1.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Hon. P Villarreal, Jr-HC-RTA **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (7) (A);

B. Acceptance and approval of a "Sole Source Declaration" with RT Lawrence Corporation (RTL) for the mail deposit processing system and the "Software License Agreement and Total System Support Service" with said sole source designation remaining in effect as long as the Tax Office posses and utilizes the hardware and software commencing upon Commissioners Court action;

C. Requesting authority the purchase of a new Mail Deposit Processing System including Software License Agreement and Total System Support Services to assist in the processing of Tax Statements within the Hidalgo County Tax Office;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Req. # 246666

Attachments

REQUISITION

QUOTE

SOLE SOURCE LETTER

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/21/2013 02:04 PM
Budget & Management	Obdett Calzada	11/21/2013 03:32 PM
Auditor's Office	Monica Badillo	11/22/2013 01:34 PM
Purchasing Department	Marty Salazar	11/22/2013 01:50 PM

Form Started By: Darlene Betancourt Started On: 10/31/2013 08:57 AM

Final Approval Date: 11/22/2013

Requisition

Req # 00246666

PO #

Date: 11/04/13

Bill To: x
x

Vendor : 415030
RT LAWRENCE CORPORATION
7740 PAINTER AVE, SUITE 100
WHITTIER CA 90602
FAX (866)330-3495

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-352

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SOLE SOURCE VENDOR DO NOT DUPLICATE ORDER		
1.00	EACH	HARDWARE: OPX-AS72i OPEX AS7200i SCANNER (INCLUDES REAR INKJET, CIS IMAGERS & OPEX STANDARD BARCODE PACKAGE)	60558 54,495.00	54,495.00
1.00	EACH	OPX-MICR MICR READER (MAGNETIC AND OPTICAL)	2,750.00	2,750.00
1.00	EACH	OPX-FIP FRONT INKJET PRINTER	750.00	750.00
1.00		OPX-M72 OPEX MODEL 72 EXTRACTOR	24,950.00	24,950.00
1.00		INS-DYO INSTALLATION - 1 DAY ONSITE (PEX CERITIFIED TECHNICIAN) (INCL)	.00	.00
		SUBTOTAL: $82,495.00		
1.00	EACH	SERVER AND SCAN PCs SERVER	60557 -12,000.00	12,000.00
1.00	EACH	SCAN STATION PCs (1 OPEX CONNECT PC AND 2 VERIFICATION PCs)	60560 - 900.00	900.00
1.00	EACH	VERIFICATION PC (1 OUT OF 2)	60561 - 900.00	900.00
1.00	EACH	VERIFICATION PC (2 OUT OF 2)	605623 - 900.00	900.00
1.00	EACH	RTLFIRST SOFTWARE: OPX-01 OPEX CONNECT/OPEX IMPORT-PROCESS MODULE - (FOR AS7200i)	60563 5,000.00	5,000.00
1.00	EACH	PRC-01 RTLFIRST PROCESS MODULE	5,750.00	5,750.00
1.00	EACH	CAR-01 A2iA CAR/LAR ENGINE (1 MILLION CHECKS/YEAR)	1,750.00	1,750.00
1.00	EACH	SVR-01 ONE-OPERATION SUPERVISOR/VERIFICATION LIC (1ST USER) CONC LIC	1,750.00	1,750.00
1.00	EACH	VRF-01 ONE-PERTATION VERIFICATION LICENSE (1ST USER) CONC LIC	1,750.00	1,750.00
1.00	EACH	VRF-01 ONE-OPERATION VERIFIFCATION LICENSE (2ND AND 3RD USER) CONC LIC	3,000.00	3,000.00
1.00	EACH	FVW-DB-01 FIRSTVIEW IMAGING - DESKTOP+BROWSER (1ST USER) CONC LIC	3,750.00	3,750.00
1.00	EACH	CHK 21-001 CHECK21/ICL PROCESSING MODULE (IMAGE EXCHANGE)	4,000.00	4,000.00
1.00	EACH	CHK 21-IMS IMAGE SCORE LICENSE (1 MILLION CHECKS/YEAR	1,500.00	1,500.00
1.00	EACH	MOP-00 ANITIAL OPERATION (DMV) (INCL)	.00	.00
1.00	EACH	MOP-00 ADDITIONAL OPERATION (PROPERTY TAX)	750.00	750.00
1.00	EACH	CUS-LKPL REAL TIME LOOKUP LITE (LOOKUP BY ACCTN & BY NAME, ADDRESS) FOR PROPERTY TAX)	5,000.00	5,000.00

Authorized By: _____

Requisition

Req # 00246666

PO #

Date: 11/04/13

Bill To: x
x

Vendor : 415030
RT LAWRENCE CORPORATION
7740 PAINTER AVE, SUITE 100
WHITTIER CA 90602
FAX (866)330-3495

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	RTL-DMVL RTLFIRST TXDMV INTEGRATION MODULE LITE	5,000.00	5,000.00
1.00	EACH	RTL-ILP FTLFIRST INTELLIGENT LIST PROCESSING (1ST CLIENT SITE)	12,000.00	12,000.00
1.00	EACH	SPEICAL DISOCUNT ON ILP	-4,000.00	-4,000.00
1.00	EACH	GOODWILL DISCOUNT	-4,000.00	-4,000.00
1.00	EACH	SUPPLIES & ACCESSORIES OPX-S&A SCANNER SUPPLIES & ACCESSORIES ARE INCLUDED IN THE PACKAGE	.00	.00
1.00	EACH	(INCL) RTLFIRST & FIRSTVIEW TRAINING MANUAL (QTY 1 EACH)	.00	.00
1.00	EACH	(INCL) RTL SERVICES PLANNING, IMPLEMENTATION, INSTALLATION, TESTING AND TRAINING SERVICES	13,600.00	13,600.00
		Account No	Encumbrance	
		3-1100-415-15-140-001-0-336	13,600.00	
		3-1100-415-15-140-001-0-665	2,700.00	
		3-1100-415-15-140-001-0-745	94,945.00	
		3-1100-415-15-140-001-0-747	43,000.00	
			Freight	.00
			Total	154,245.00
		COUNTY WILL BE ABLE TO TRADE IN MACHINE AT MARKET VALUE AS PER R.T. LAWRENCE (JON PHILLIPS)		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RT Lawrence Corporation

Reg# 246275

RECEIVED
NOV - 1 2013
By

HIDALGO COUNTY

PRICING

Remittance Processing System

$154,245.00
RT Lawrence
opex AS7200i

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
Ph: 562.696.4843
www.rtlawrence.com

Where Technology Meets Payments

RTLFiRST Remittance Processing Solution Proposal with OPEX AS7200i AND Model72 Extractor

Client Name: Hidalgo County
Address: 2804 S US Hwy 281, Edinburg, TX 78539
Attention: Eva Mireles
Date: October 22, 2013
RTL Account Executive: John Phillips

Solution Description/Scope of Work:

- **Hardware Lead-Time:** Please note that the order needs to be placed three months prior to date of install due to the 90 day lead time for scanner delivery.
- **Hardware Cost:** Hardware price validity is until December 31, 2013 Only. Order needs to be placed on or before December 31st to avail of the below quoted price. New OPEX hardware price increase is effective January 1, 2013.
- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **OPEX Processor:** The OPEX Connect RTL Processor function of RTLFiRST must run on its own dedicated processor workstation. This workstation is NOT included in the solution quote. Client can elect to provide their own processor workstation(s) or purchase them through RTL. Please note that RTL standardizes on Dell PCs and Servers.
- **Processor:** The RTLFiRST Processor function will run on the host remittance and imaging server.

- **Server:** Host remittance and imaging server is required. Server is NOT included in main solution quote, client can elect to provide own server station or purchase one through RTL.
- RTLFiRST & its Imaging Archival module FiRSTView utilizes MS SQL Server.
- **Verification & Imaging Stations:** Verification and Imaging can run on existing Windows-based PCs. Some PCs for verification and image retrieval purposes are NOT included in the solution quote.

- **Check21:** Upon Client's decision to move forward, the Client must notify its bank of its intent to generate ICL/ Check21 files through software provided by RTL. RTL will work closely with the Client and its bank representatives to coordinate for transmission and file testing.
- ICL/ Check21 file will be generated by the Client, using RTL's provided Check21 application. File(s) generated will be transmitted directly to it's bank from the Client's location.
- Check21 components quoted are for use with remittance processing back office system. Additional use of this module for other purposes, such as (but not limited to),converting front counter captured items requires purchase of additional licenses, software components, and services.

- **Check21 HW PC:** RTL recommends the Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.

- Check21 Processing PC Specification: It must have Windows 2000 Professional/Windows XP (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFiRST 6.0 version required.
- Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC. If desired, the client can request RTL to provide a quotation of such PC. RTL normally quote Dell computers. HP/Compaq is also available upon request.

Solution Description/Scope of Work:

- **Real-Time Lookup:** RTL will be providing a 2-command/function-call real-time lookup feature. The 2-commands will consist of (a) lookup and validation of account information by passing Account Number to search by, (b) lookup and validation of account information by passing Name(s) and Address information to search by. This function will allow for "partial" search on these fields.

- Client and RTL understand that the client's IT staff will be providing the 2 Stored Procedure calls necessary for RTL's program to call in the search by Account Number or by Name+Address. With Client's IT providing these Stored Procedure calls, this will give client the necessary flexibility of future changes in its own CIS system and better security control. RTL will work closely with IT to identify the necessary "passing" parameters.
- The Intelligent List Processing feature is NOT concurrent license based, but is fixed station/seat based.

- The Intelligent List Processing feature provides automatic "Reading" of the list and returning values for each line item; thus, eliminating the task of "operator keyboard entry" of every account number and dollar amount on the stub. In addition, a virtual stub is automatically created for every line item, providing for a complete "stub image" for which the amount was distributed.

- **TxDMV:** is a lookup between RTLFiRST and the Texas Department of Motor Vehicles.
- TxDMV has a sequence overview that tells how exactly the Realtime lookup should act. After the remittance scanner has scanned an entire batch of renewals and checks; the three phases necessary to integrate the TxDMV renewal processes are (1) Lookup Motor Vehicle Record, (2) Post Verified/Accepted Renewals, and (3) Confirm Posted Renewal Batch.
- Installation of the RTLFiRST TxDMV Integration Module.
- **OPEX Hardware:** At least one day of OPEX hardware installation services required for each new OPEX transport included in solution configuration.
- **Installation and Training.** The purchase price includes not only the equipment, but also the installation of the equipment and the training of machine operators using your media. OPEX Sales and Service Teams will oversee all aspects of installation and thoroughly test machine components to insure that everything is running smoothly. Besides this initial training, OPEX also provides periodic on-site refresher training, at no additional cost, for the life of the equipment.

- **Warranty Information.** OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 30 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.

- **Service:** Pre-implementation services include remote install of the system on RPS designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.

- Client must provide for remote connection to these designated PCs/server to facilitate pre-onsite remote access installation of the remittance system.
- **Travel**: Travel and other miscellaneous expenses for the duration of project implementation.
- $35/day per diem per person.
- **Freight:** Shipping of hardware equipment to Client's facilities
- **Price Validity:** Pricing is valid for 60 days from the date of proposal.

Pricing

Part Number	Description	Qty	Price	Annual Support
	Hardware			
OPX-AS72i	OPEX AS7200i Scanner (Includes Rear Inkjet, CIS Imagers & OPEX Standard Barcode Package)	1	$54,495	$8,430
OPX-MICR	MICR Reader (Magnetic and Optical)	1	$2,750	
OPX-FIP	Front Inkjet Printer	1	$750	
OPX-M72	OPEX Model 72 Extractor	1	$24,950	$2,470
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	1	Incl	N/A
	Sub-Total		**$82,945**	**$10,900**
	Server and Scan PCs			
	Server	1	$12,000	
	Scan Station PCs (1 OPEX Connect PC and 2 Verification PCs)	3	$2,700	
	Sub-Total		**$14,700**	
	RTLFiRST Software			
OPX-01	Opex Connect/OPEX Import - Process Module - (for AS7200i)	1	$5,000	$750
PRC-01	RTLFiRST Process Module	1	$5,750	$863
CAR-01	A2iA CAR/LAR engine (1 Million Checks/Year)	1	$1,750	$263
SVR-01	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	$1,750	$263
VRF-01	One-Operation Verification License (1st User) Conc Lic	1	$1,750	$263
VRF-01	One-Operation Verification License (2nd and 3rd User) Conc Lic	2	$3,000	$450
FVW-DB-01	FiRSTView Imaging - Desktop+Browser (1st User) Conc Lic	1	$3,750	$638
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	$4,000	$600
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	$1,500	$300
MOP-00	Initial Operation (DMV)	1	Incl	$0
MOP-00	Additional Operation (Property Tax)	1	$750	$150
CUS-LKPL	Real Time Lookup Lite (Lookup by acctn & by name,address) for Property Tax)	1	$5,000	$900
RTL-DMVL	RTLFiRST TxDMV Integration Module Lite	1	$5,000	$750
RTL-ILP	RTLFiRST Intelligent List Processing (1st Client Site)	1	$12,000	$1,800
	Sub-Total		$51,000	$7,988
	Special Discount on ILP		($4,000)	
	Goodwill Discount		($4,000)	
	Sub-Total		**$43,000**	**$7,988**
	Supplies & Accessories			
OPX-S&A	Scanner supplies & accessories are included in the package	1	Incl	N/A
	RTLFiRST & FiRSTView Training Manual (Qty 1 each)	1	Incl	N/A
	Sub-Total		$0	$0
	RTL Services			
	Planning, Implementation, Installation,Testing and Training Services		$13,600	N/A
	Sub-Total		$13,600	$0
	PROJECT GRAND TOTAL		**$154,245**	**$18,888**
	Plus applicable taxes			

Payment Terms

- 40% of the Project Amount Due at the Time of Order — $61,698 + tax
- 35% of the Project Amount Due on the Date of Installation — $53,986 + tax
- 25% of the Project Amount Due upon Acceptance — $38,561 + tax
- 100% of the Annual Support Due NET 30 upon Installation — $18,888 + tax

20 Quarter Lease Pricing Option
(Hardware and Software)

Pricing

Part Number	Description	Amount per Month 20 Quarter $1.00 buyout Municipal Lease Payment
	Base Configuration OPEX AS7200i Scanner with Model 72 Extractor RTLFiRST Software Supplies and Accessories RTL Services	**$8,733.93**
	Monthly Support (Billed Annually)	**$1,573.96**
	TOTAL	**$10,307.89**

Leasing Notes

- Provided is the lease pricing option for 20 quarters with $1.00 buyout monthly payment for the Total Cost of **$154,245.00**
- At the end of the lease the Client would own the equipment.
- These prices are used with a Municipal Lease Agreement which contains a Non Appropriations clause allowing the customer to terminate the lease and return the equipment with no penalty at the end of a full Budget Year provided there are insufficient funds to pay the lease payments for their next Budget Year.
- Annual Support Charges are NOT included in the base price and will be billed separately.
- At the termination of the lease, Client is responsible for the freight charges of shipping the unit in its original packaging back to RTL's Southern California office.
- Sales tax is not included in this annual lease amount and it will be billed at the same time as the lease payment but in addition to lease payment.
- RTL will not be furnishing insurance against damages to the scanner during the term of the lease. It will be the Client's responsibility to safeguard against physical damage to the equipment.

I agree and approve to the base configuration as well as the terms and conditions as stated in this proposal.

Client Contact's Printed Name:	
Signature:	Date:

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
Phone: (562) 696.4843
Fax: (866) 330.3895

October 8, 2013

Mr. Pablo "Paul" Villarreal, Jr.
Tax Assessor & Collector
2804 US Hwy 281
Edinburg, TX 78539

Dear Mr. Villarreal:

RT Lawrence's remittance processing system, RTLFiRST is a proprietary software solution developed and available only from RT Lawrence Corporation (RTL). RTLFiRST is the only available software that has a direct interface between high speed scanners and the Texas Department of Motor Vehicles, RTS system.

Therefore it should be understood that any Licenses for this software can only be obtained and supported by RTL as a Sole Source Provider.

Sincerely,

John Phillips

John Phillips
Director, Payment Solutions
Direct: (312) 296.2796
E-mail: John.Phillips@rtlawrence.com

OPEX CORPORATION

305 Commerce Drive • Moorestown, NJ 08057
Phone: 856-727-1100 • Fax: 856-727-1955
www.opex.com

October 11, 2013

Ms. Mary Garcia – Jackson
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539

Re: OPEX Corporation – Sole Source Information, AS7200i

Dear Mary:

The OPEX® AS7200i™ integrated extractor / scanner is manufactured by OPEX Corporation, with worldwide headquarters located in Moorestown, New Jersey. OPEX is the sole manufacturer of this unique product, and is solely responsible for its distribution into the marketplace.

What makes the OPEX AS7200i truly one-of-a-kind is the integration of an OPEX Rapid Extraction Desk (i.e. Model 51 or Model 72) with a high-speed color scanner equipped with a unique drop feeder. By combining mail extraction with image capture, it is no longer necessary to route paper outside of the mailroom to be processed. In just one step, the AS7200i operator can open, extract, identify, capture, orient, sort, print an audit trail, and output mail contents. ***No other mail extraction or scanning product available in the marketplace today offers this combination of features.***

OPEX is also the sole authorized source for parts and service on its equipment. No third party has been authorized to act on behalf of OPEX regarding OPEX warranty service or maintenance support. Warranty claims and end user maintenance requests are handled exclusively by service technicians who are direct employees of OPEX's national service organization.

Additionally, please be advised that the AS7200i equipment utilizes proprietary service diagnostic software covered by various patents and copyrights. OPEX has not released this software to third parties. To effectively support OPEX equipment, these third parties would have to develop their own diagnostic software.

I trust this information is helpful. If you have any questions, or need additional information, please do not hesitate to contact me at (856) 727-1100 ext. 2324 or via email at jgonzalez@opex.com.

Sincerely,
OPEX CORPORATION

John Gonzalez
John Gonzalez
Sales Engineer

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Wingloon Lawrence Tong a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Wingloon Lawrence Tong. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: RT Lawrence Corporation
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   RTL First Remittance Processing Solution
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A) of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Wingloon Lawrence Tong

SWORN AND SUBSCRIBED TO under oath before me on 20 day of October, 2013.

NICOLAS IVAN LOPEZ
COMM. # 1911400
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Nov. 1, 2014

NOTARY PUBLIC

NICOLAS IVAN LOPEZ
PRINTED NAME

NOV. 1 2014
MY COMMISSION EXPIRES

COMPANY NAME: RT LAWRENCE CORPORATION
ADDRESS, CITY, STATE & ZIP CODE: 7740 PAINTER AVE, SUITE 100
PHONE: 562-696-4843 NUMBER: WHITTIER, CA 90602
CONTACT NAME AND TITLE: EVP John Phillips
WEB ADDRESS: rtlawrence.com EMAIL: John.Phillips@RTLawrence.com
FEDERAL TAX ID NUMBER: 95-4520833 TEXAS SALES TAX NUMBER:

RTL Annual Support Agreement

This RTI.FIRST Annual Support Agreement shall have a one (1) year term effective upon mutual execution of the Agreement, and may be renewed for additional one (1) year term(s) upon written agreement of the parties. RTL shall provide sixty (60) days written notice prior to the expiration of the term and any renewal thereafter as to client's right to renew the term. The charge for any such renewal shall not increase from the actual amount charged in the immediately preceding term by no more than the lesser of the increase in the cost of living or three percent (3%) for the RTI.FIRST software product only.

RTL shall provide the support set forth herein, in a competent, professional and timely manner in accordance with industry standards. RTL's Annual Support includes the provision of upgrades and update features but the client is expected to apply the upgrades and updates on their own. Services to install upgrades and updates are not part of the Annual Support Services, in accordance with the industry standard.

PHONE SUPPORT & REMOTE COMPUTER ACCESS

RTL technical staff is available to provide support on RTL software via phone and remote access. RTL support services require remote access connection to client's computers where the RTL software is installed so that RTL technical staff can connect via remote access software into the client's workstation. RTL requires an internet-based connection. RTL will work with client's IT or Security Department to ensure that such connectivity is established under the client's IT or security guidelines. **RTL technical support does not include or cover on-site or remote upgrade installation and conversion services.** If such services are requested by the client, RTL will provide, in advance, an On-site and/or Remote Upgrade Service price proposal for client's approval.

Hours:

Monday Through Friday, 8AM-8PM Eastern Time/5AM-5PM Pacific Time, excluding holidays recognized by RTL. Requests for support at other hours will be available only as mutually agreed upon and will be charged at RTL's then current overtime and/or holiday rates.

Response Time:

For urgent items – within one hour receipt of notice

User Beware:

If the client did not receive any confirmation, they must call the Technical Support Coordinator to confirm that their request was received. We commit to respond in accordance to the "Responsiveness" stated above but it does not mean that the problem(s) can be or will be resolved in the time range specified herein.

CLIENT's RESPONSIBILITIES

The client must provide remote access capability in accordance with guidelines provided for remote access connection. The Technical Services Group will provide these guidelines at the beginning of the project or issue updates as needed to provide quality support. Please note that it is critical for RTL to be able to perform its solution installation and setup smoothly and to provide adequate support via the use of remote access. If this capability is not offered by the Client, RTL cannot and will not be held responsible for the unsuccessful and untimely implementation and inadequate support of the solution. There will be substantial charges billed to the client for services which could have been offered via remote access and phone support versus on-site, but because the client did not provide remote access, the burden of additional investment in time, resources and travel was placed on RTL.

LIMITATIONS:
No other warranty, expressed or implied, shall apply to the parts and services provided under this Agreement, including any warranty of merchandisability or fitness for a particular purpose, which are expressly disclaimed. In no event will RTL be liable for any special, direct, indirect, incidental or consequential damages of any kind including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused. In no event will RTL's liability exceed the annual price paid by the customer under this Agreement.

RTL is committed to work side-by-side with our client's designated technical staff to ensure that the end users of our solutions are supported in a timely and appropriate manner. To accomplish this goal, we have established certain guidelines to assist our Client's staff in navigating through this seemingly nebulous relationship or gray area.

Herein we attempt to define when RTL will ONLY serve a limited auxiliary or advisory role to our client's staff without jeopardizing our commitment to care about our Client's needs. Please note that the situations outlined here do not comprehensively list all the situations when RTL will serve in a limited auxiliary role.

Services that are generally considered "additional"
As clients use our solutions, they generally find new applications for the solution. Many times the solution can easily be extended to other applications requiring only phone discussions and guidance from RTL. However, there are situations where a substantial amount of time or expertise is required to set up the solution properly.

For instance, the client may want to set up a new "template" or substantially revise an existing template within the forms processing module. The task may involve a re-design of the form template, changes to the output database, modification to the imaging module, testing, and policy and procedural changes. In this example, the scope of RTL support services includes our availability to answer specific questions that the client may have. But RTL's support services do not include "doing the work" on the client's behalf. These services are considered to be chargeable additional work. Moreover, in this example, if a major problem (e.g., database corruption and major destruction to a previously working solution) arises that would require many hours of "fixing", RTL's support role would be auxiliary and not primary. However, the client can elect to pay for these additional RTL services.

Please note that the example cited above is meant to illustrate the circumstances under which RTL support services do not apply. There is no way to cite every possible situation. In general, "changes" and/or "additions", which may have at times, associated negative consequences to the solutions are the client's responsibilities.

Excessive changes to the solution environment
As time goes by, RTL anticipates our clients' need to upgrade and/or change their system environments. In the event that problems occur to our solution while the clients upgrade their systems, we will be available to assist and provide guidance. We recommend that our clients discuss their upgrade plans with us in advance to minimize and safeguard against the possibility of running into problems, even though, we do not always have the fore-knowledge of the upgrade's compatibility and/or ramifications.

However, in order for RTL to effectively run and manage our support programs while providing high quality service at the lowest cost possible, we need to safeguard ourselves from substantial involvement in problems caused by excessive and frequent system changes. Please note that our support services are auxiliary in a frequently changing environment and RTL will notify the client when circumstances deem themselves as such.

Neglects, Tampering, and Physical Damage
Systems require ongoing housekeeping and maintenance. Some of these functions include, but are not limited to, frequent and routine backups, monitoring and management of storage space and other resources, preparation for disaster recovery, and database optimization. If the system is neglected by the client or if the system has been tampered with (e.g. attempts to change database structures or mass updates of the databases via the use of other

programs have been tried), the extent of RTL support services does not cover or include services to "fix" any problems that may have resulted from such neglect or tampering. RTL's role will be auxiliary and RTL staff will answer specific questions that the client may have, but support services do not include "doing the fixing". However, chargeable additional services are available as an option. Please note that problems caused by a client's major change to the solution, or components thereof, are considered tampering. For instance, items that are considered tampering include, but are not limited to: (1) changes to source code, INI files, and other setup files; in rare RTL's authorized occasions, the clients have legitimate access to the solution's source code; (2) changes to the database structure without prior discussion and RTL's consent; (3) substantial changes to the database information in ways that affect the integrity of the database as well as of the data being stored. If changes such as the ones stated above are made by the client, RTL cannot be held responsible to support and troubleshoot problems unless specifically agreed upon by RTL to cover those changes. The agreement must be specific and not a mere general consent to support.

General System housekeeping and administrative functions

Services are catered to offer quality and cost effective management of problems. Even though our solutions are designed to generally work on computers and networks, our services do not include the housekeeping and administration of the computers and networks themselves. For instance, if our solution does not function due to problems with the computer or the network, it is our responsibility to work with the client to get the solution back up and running AFTER the client resolves the general computer and network problems. Our services also does not include ongoing necessary administrative functions such as backups, making of CDs, duplication of CDs, and moving of files to and from different storage media.

Please be advised that even though the client may purchase the network file server and the workstations from RTL, it does not mean that RTL support services cover general network and workstation housekeeping and administration. It would only be true if the client has specifically asked for these services and RTL included these additional support services in its agreement/contract with the client.

Items that are not purchased from RTL and items without support services subscription

RTL regrets that problems related to or problems caused by or included in RTL's support plan items that are not covered cannot be supported. Please note that in rare occasions items that are not covered by our support can adversely affect the parts of the solution that are supported by us. In those circumstances, RTL's role will be auxiliary and the extent of RTL assistance will only be to answer specific questions, NOT to "do the fixing".

Scope of database repair services

Infrequently, databases get corrupted for various reasons. In such instances, RTL will work closely with the client to resolve the problem unless the corruption is due to situations not specifically covered by RTL's support plan which then, RTL will only be available auxiliary to answer questions. Generally, database repair services are carried out in the following sequence: (1) Database repair programs will be executed by the client's MIS staff with RTL's phone and remote access support; (2) if the problem cannot be resolved after numerous tries, the database may be sent to RTL for closer examination and repair; (3) rarely, but possibly, the final step would be to restore from backup tapes the last version of the database. Please note that if recent backup tapes were not available, it would be considered administrative negligence on the client's part.

Data Conversion Due To Upgrades

Warranty and support plans for some, but not all of the software components in our solution include upgrades. Please note that in some major upgrade cases, databases require conversion and our support services do not cover conversion. It is considered chargeable additional services.

In order to maintain the level of responsiveness granted to each client, however, RTL has established a small amount of "courtesy services" to assist clients when the situation is out of the service scope. This enables our support staff to respond quickly without having to wait for client issuance of purchase orders or payments for out-of-scope services. When the annually allotted "courtesy services" have been accrued for the year, the client can elect to pre-purchase additional services.

Generally prior to an out-of-scope service and if "courtesy services" are still available, RTL will verbally notify the client that the services are considered to be out-of-scope, but will still be provided by RTL as a "courtesy". After the resolution of the problem, the client will receive a written notice regarding the number of courtesy hours spent. However, sometimes the nature of the call does not allow for the advance notifications of an out-of-scope situation, thus, clients are notified afterwards.

Please note that when RTL begins the offering of a courtesy call and in the middle of the process realizes that the extent and the complexity of the matter are substantially beyond what RTL can do within the courtesy budget, the client will immediately be informed and asked to decide on whether to proceed and be billed for RTL services or to not render RTL services leaving the client to continue the process on their own.

RTLFiRST Annual Support Agreement			
Severity Level	Definition	Affected Users	Customer Priority
Severity 1	The Product* is not working, a significant function of the Product* is not properly working or a significant number of Client users are unable to access or use some functionality. There is or, if the problem is not promptly remedied, is likely to be a significant impact to Client's business.	Multiple	**High:** Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable work-around for the Priority 1 problem, and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.
Severity 2	Functionality of the Product* is impaired or some Client users are unable to access or use some functionality. There is some impact to Client's business.	Multiple or single	**Medium:** Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 2 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use reasonable and continuous efforts to fix Priority 2 problems during

HIDALGO COUNTY PURCHASING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Wingloon Lawrence Tong a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Wingloon Lawrence Tong. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: RT Lawrence Corporation
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   RTLFirst Remittance Processing Solution
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Wylan Lawrence Tong

SWORN AND SUBSCRIBED TO under oath before me on 30 day of October, 2013.

NICOLAS IVAN LOPEZ
COMM. # 1911400
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Nov. 1, 2014

NOTARY PUBLIC

NICOLAS IVAN LOPEZ
PRINTED NAME

NOV, 1 2014
MY COMMISSION EXPIRES

COMPANY NAME: RT LAWRENCE CORPORATION
ADDRESS, CITY, STATE & ZIP CODE: 7740 PAINTER AVE, SUITE 100
PHONE: 562 696-4843 NUMBER: WHITTIER, CA 90602
CONTACT NAME AND TITLE: ~~LAWR~~ John Phillips
WEB ADDRESS: rtlawrence.com EMAIL: John.Phillips@RTLawrence.com
FEDERAL TAX ID NUMBER: 95-4520833 TEXAS SALES TAX NUMBER:

AI-41883 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 02:53 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Monica Badillo Started On: 11/19/2013

Final Approval Date: 11/22/2013

AI-41954 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 03:44 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Monica Badillo Started On: 11/22/2013

Final Approval Date: 11/22/2013

AI-41885 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County v. MERS (Mortgage Electronic Registration Systems)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 02:53 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Monica Badillo Started On: 11/19/2013 03:16 PM

Final Approval Date: 11/22/2013

AI-41898 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 11/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Luis E. Escobar

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 03:33 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

Form Started By: Aida Alvarez Started On: 11/20/2013 11:01 AM

Final Approval Date: 11/22/2013

AI-41884 **Open Session 22. C.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 02:53 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

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AI-41955 **Open Session 22. D.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 03:44 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

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AI-41886 **Open Session 22. E.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County v. MERS (Mortgage Electronic Registration Systems)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 02:53 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

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AI-41899 **Open Session 22. F.**

CC REGULAR

Meeting Date: 11/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Luis E. Escobar

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 03:33 PM
Purchasing Department	Monica Badillo	11/22/2013 05:31 PM

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