AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
February 25, 2014
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. **County Judge's Office:**

A. **AI-43304** Proclamation in Support of the Establishment of South Texas College in the Delta Area

B. **AI-43282** Proclamation Declaring March 2014 As "Red Cross Month"

6. **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 other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-43263** Approval to accept settlement check from Fred Loya Insurance Company in the amount of $300.80 to settle auto accident with County vehicle. (Sheriff Office)

D. **AI-43310** Authorization for Commissioner Cuellar to sign discharge monitoring reports for Delta Lake wastewater treatment plant for period from April, 2013 to September, 2013. Environmental Compliance Office will submit reports to Texas Commission on Environmental Quality.

E. **AI-43198** Authorization for Judge Ramon Garcia to sign Discharge Monitoring Report (DMR) Address and Signatory Authority Form (TCEQ-20431) authorizing county's Environmental Compliance Coordinator to sign DMRs and submit to TCEQ the waste water treatment plant at Delta Lake Park in Precinct 1.

F. **AI-43290** 1. Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

2. Consider request from City of Pharr Commissioners to approve a Resolution authorizing the resale of tax foreclosed property, account number K2400-00-000-0181-09.

G. **AI-43296** Cancellation/termination of appointment of Luciano Garza as volunteer intern

7. **Constables:**

A. **AI-43223** Constable Pct. 1 (1284) LBSP:
1. Authorization and Approval to accept the Local Border Security Program FY 2014 (LBSP-14) Grant award no. LBSP-14-0028
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program Fy2014 (LBSP-14)
5. Approval to appropriate funds from the LBSP-14 grant award in the amount of $46,000.00

B. **AI-43239** Constable Pct. #2:
1. Authorization and approval to accept the Local Border Security Program FY 2014 Grant (LBSP-14).
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2014 (LBSP-14).
5. Approval to appropriate the budget for LBSP-14 grant award in the amount of $15,000.00.

C. **AI-43210** Constable Precinct #3:
Presentation and discussion of 2013 Racial Profiling Report as presented by Hidalgo County Constable Precinct 3 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

D. **AI-43067** Constable Pct. #4:
Presentation and discussion of the 2013 Racial Profiling Report as presented by the Hidalgo County Constable Precinct 4 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure

E. **AI-43307** Constable Pct. #5:
Requesting authorization for Valde Guerra, Executive Officer to submit, on behalf of Constable Pct. 5 Office, the FY2013 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

8. **Human Resources - Esther Cortez:**

A. **AI-43241** Precinct #1- Road Maintenance (1100):
1. Approval of the following personnel actions:

Action	Dept/Program	Slot No.	Position Title	Proposed / Budgeted Salary
Delete	121-005	0036	Heavy Equipment Operator II	$30,748.00
Create	121-005	0144	Truck Driver II	$28,745.00

2. Approval to create one (1) full-time temporary position not to exceed six (6) months as follows:

Action	Dept/Program	Slot No.	Position Title	Proposed Budgeted Salary
Create	121-005	T0143	Truck Driver I	$25,000.00

3. Approval of revised salary schedule.

B. **AI-43266** Precinct #1 - Parks (121-013)
1. Approval of the following personnel actions:

Action	Dept/Program	Slot #	Position Title	Proposed / Budgeted Salary
Delete	121-013	022	Director of Parks	$ 56,650.00
Create	121-013	025	Truck Driver I	$ 26,000.00
Create	121-013	026	Truck Driver I	$ 26,000.00

2. Approval of revised salary schedule.

C. **AI-43056** Countywide Shop (1200):

1. Approval of the following personnel actions:

Action	Department	Slot No.	Position Title	Budgeted Salary
Delete	Countywide Shop	0001	Mechanic IV	$53,475.00
Delete	Countywide Shop	0007	Mechanic III	$32,131.00
Create	Countywide Shop	0009	Heavy Equipment Mechanic Supervisor	$55,642.00
Create	Countywide Shop	0010	Mechanic IV	$47,703.00

2. Approval of interdepartmental transfer
3. Approval of revised salary schedule

9. **Sheriff's Office:**

A. **AI-43141** Sheriff's Office - COPS Universal Hiring 13 (1284)
1. Approval to appropriate budget for COPS Universal Hiring 13 Grant Retention Phase.

2. Approval of Salary Schedule

B. **AI-43150** Pursuant to Hidalgo County Cellular Telephone Policy(Contract: DIR-SDD-1780), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Card Request) for the following:

Approval for requisition # 251878 for 10 Custom 3GB Pooled Data Plans ($40.00 each per month)

C. **AI-43145** Approval to appropriate $299,280.00 from the unreserved fund balance in the Sheriff's Federal
Sharing - U.S. Department of Treasury (Fund 1228).

D. **AI-43227** Authorization and approval for County Judge, as authorized official, to sign the State Administrative Agency Extension Request Form for the Operation Stonegarden 2012 grant.

E. **AI-43215** 1. Authorization and approval to accept the Local Border Security Program FY 2014 Grant (LBSP-14).
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2014 (LBSP-14).

5. Approval to appropriate the budget for LBSP-14 grant award in the amount of $174,676.00.

F. **AI-43253** Requesting authorization for the County Judge to execute the 2013 Equitable Sharing Agreement and Certification Report.

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

A. **AI-42912** 1. Requesting approval to accept the Tuberculosis Prevention and Control - Federal grant contract amendment #2014-001400-01. The purpose of this amendment is to increase the grant funding in the amount of $148,732.00, include various requirements and to add Special Provisions.
2. Requesting approval for County Judge to e-sign the TB/PC-Fed contract.
3. Requesting approval of the Certification of Revenue in the amount of $148,732.00.
4. Requesting approval of the budget appropriation in the amount of $148,732.00 from federal funds and $16,125.00 from local match.

B. **AI-43142** Public hearing to consider public comments for the Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, pursuant to Texas Health & Safety Code Ann. Section 437.001 ET Seq., as amended; 25 Texas Administrative Code Section 229.161 - 229.171, 229.173 - 229.175, as amended; 25 Texas Administrative Code section 229.373, as amended.
Topics for discussion include:
1. Fee changes
2. Permit application process
3. Inspections
4. Parking, water and electricity agreements
5. Push cart regulations
6. Flea market requirements
7. Mobile food vendor requirements

C. **AI-43174** Discussion, consideration and approval of the Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, pursuant to Texas Health & Safety Code Ann. Section 437.001 ET Seq., as amended; 25 Texas Administrative Code Section 229.161 - 229171, 229173 - 229.175, as amended; 25 Texas Administrative Code section 229.373, as amended.

D. **Health Care Funding District:**

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

E. **Indigent Health Care Program:**

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

11. **Fire Marshal's Office - Juan Martinez:**

A. **AI-43229** Requesting permission to allow Fire Marshal Juan Martinez to attend the 2014 International Training Conference for Fire & Arson Investigators in Las Vegas, Nevada on April 13-18, 2014. Meals-Requisition#251341 Airfare-Requisition#251312 Registration-Requisition#251317 Hotel-Requisition#251298

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

A. **AI-43153** Urban County Program on behalf of Hidalgo County Precinct No. 3 is requesting authority to purchase park equipment through Hidalgo County's membership and participation with TXMAS (State Travel Management Program) approved vendor Kidstuff Playsystems, Inc., (contract # TXMAS-14-78010) in the amount of $95,457.00 (quote attached hereto) to include shipping fees. Hidalgo County Precinct No. 3 –Sullivan City forfeited funds under UCP Year 26 (2013) Parks, Recreational Equipment funds will be utilized.

13. **Elections Administration - Yvonne Ramon:**

A. **AI-43233** Discussion and/or action, including but not limited to Elections updates

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

A. **AI-43099** Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

B. **AI-43100** Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following: a. Medical/Dental Providers b. Mental Health Providers c. Sign Language Interpreting Providers

C. **AI-43104** Discussion/Approval of Poverty Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2014-2015

15. **Public Defender's Office - Jaime Gonzalez:**

A. **AI-43177** Requesting permission to submit Letter of Intent to Submit Applications (ISA) for the 2015 Discretionary Grant under the Texas Indigent Defense Grant program for the creation of the Hidalgo County Public Defender - Capital Murder Section."

16. **Precinct #1 - Comm. Cuellar:**

A. **AI-43244** Approval to appoint Josue Reyes to the Hidalgo County Regional Mobility Authority Board of Directors, for a two year term Effective Feb. 25, 2014

B. **AI-43184** 1. Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $1,312.50 for the renewal of yearly permit for Delta Lake Park.

2. Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $574.61 for Air Emissions Fee.

C. **AI-43082** Authorization and Approval of name change as recommended by the LRGVDC. Proposed name: Rafael Garcia St.

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

A. **AI-43046** Requesting approval and authorization to submit the FY 2013 Chapter 59 Asset Forfeiture Report as required by the Texas Attorney General

B. **AI-43048** Requesting authorization for the County Judge to execute the following: 1. FY 2013 Equitable Sharing Agreement and Certification Report-Hidalgo County HIDTA Task Force. 2. FY 2013 Equitable Sharing Agreement and Certification Report-Hidalgo County District Attorney's Office.

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

A. **AI-43293** 1. Presentation, discussion, and direction on Sanitation Program.
2. Presentation and discussion of Tire Shredding Project.
3. Presentation, discussion and status update of various budget initiatives.

B. **AI-43140** Discussion, consideration, and approval to set the indirect cost allocation rate at 6.6 % for the FY 14 WIC Grant Program, effective January 2014.

C. **Budget Appropriations:**

1. **AI-43252** Precinct No.4 (1303):
Approval of 2014 appropriation of funds from (1303) fund balance in the total amount of $14,963.32 for San Carlos CRC project.

19. **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-43126** A. Requesting approval to declare the items listed in Exhibit "A" (office furniture, equipment and vehicles) attached herein as surplus for the purpose of sale through auction (scheduled for 03-12-2014) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received;

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 03-12-2014 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 03-12-2014, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

2. AI-43096 Requesting approval to modify the current agreement between Hidalgo County (S/O) and South Texas Communications, Inc. (#C-10-272-02-08) to reflect the insertion of a "cost of parts grid" provided from vendor and titled Exhibit B-1 (and attached herein) so as to facilitate the auditing of those invoices or balances due (if short paid) which have not been processed for payment.

B. Pct. 4

1. AI-43228 Acceptance and approval of **Work Authorization No. 3** in the amount of **($ 14,963.32)** submitted by L**&G ENGINEERING LABORATORY** contracted engineering firm for "professional laboratory services" or (On Call) “Geo Technical & Construction Materials Testing Services” for projects located within Hidalgo County Precinct #4, under Contract# C-13-220-08-13 - **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES) FOR: THE NEW SAN CARLOS (CRC) COMMUNITY RESOURCE CENTER** carried by, MATA-GARCIA ARCHITECTS & CONTRACTED CONSTRUCTION COMPANY - FOREMOST CONSTRUCTION).

20. Open Forum

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-43232 Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

D. AI-43256 CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

E. AI-43297 Rodriguez, et al v. Hidalgo County & Sheriff

F. **AI-43275** Claim of AT&T

G. **AI-43283** Subrogation Claim Against Angelica Zavala

H. **AI-43285** Subrogation Claim Against Martin Cleto and Reyes Cleto

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-43231** Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

D. **AI-43257** CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

E. **AI-43298** Rodriguez, et al v. Hidalgo County & Sheriff

F. **AI-43276** Claim of AT&T

G. **AI-43284** Subrogation Claim Against Angelica Zavala

H. **AI-43286** Subrogation Claim Against Martin Cleto and Reyes Cleto

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-43304 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation in Support of the Establishment of South Texas College in the Delta Area

BACKGROUND

Attachments

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 02:21 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/21/2014 02:07 PM

Final Approval Date: 02/21/2014

PROCLAMATION IN SUPPORT OF THE ESTABLISHMENT OF SOUTH TEXAS COLLEGE IN THE DELTA AREA

WHEREAS, South Texas College has strived to serve students and families in communities in Hidalgo and Starr County since its creation in 1993, providing an opportunity for a college education, technical training and certificate programs to many who may not have otherwise had the means to pursue higher education; and

WHEREAS, South Texas College now offers 112 degrees and certificate program options, including associate degrees in a variety of art, science, technology and allied health fields of study, to more than 31,000 students; and a faculty and staff of more than 1,600 serve South Texas College's five state-of-the-art campuses, three teaching centers and one virtual campus; and

WHEREAS, South Texas College has instituted a variety of dual enrollment programs, allowing eligible students to take college courses while attending high school; these programs include Early College High Schools, drop-out recovery programs and other unique initiatives with high schools throughout Hidalgo and Starr counties; and

WHEREAS, Edcouch-Elsa ISD is committed to collaborate with the cities and school districts of Edcouch, Elsa, La Villa, Monte Alto ISD and La Villa ISD, as well as community organizations in the Delta Area, to provide educational, training and professional development opportunities to students and adults; and

WHEREAS, Edcouch-Elsa ISD, along with the Delta Region Revitalization Corporation, is proposing to offer land and buildings in and around the Mercado Delta located in Edcouch, Texas to South Texas College for the establishment of a site that will offer courses for credit, certificates and training.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court offers its support for the establishment by South Texas College of a site to serve residents in the communities of the Delta Area.

Dated this 25th day of February, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-43282 **County Judge's Office 5. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation Declaring March 2014 As "Red Cross Month"

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:13 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/20/2014 03:41 PM

Final Approval Date: 02/21/2014

PROCLAMATION DECLARING MARCH 2014 AS "RED CROSS MONTH"

WHEREAS, in 1943, President Franklin D. Roosevelt proclaimed the first American Red Cross fundraising efforts to respond to needs brought on by World War II. Since that time, every President, including President Obama, has designated March as "Red Cross Month;" and

WHERE AS, the American Red Cross was created in 1881 by Clara Barton and officially chartered by Congress in 1900 to provide national and international relief to the military and served as a means of communication between members of the Armed Forces and their families. From the beginning, people in this country have volunteered and donated funds to support the Red Cross; and

WHEREAS, the American Red Cross South Texas Chapter, established in the Rio Grande Valley 95 years ago in 1917, impacts and enhances tons of thousands of Valley residents every year. The Board of Directors, a paid staff of six and over 800 dedicated and trained volunteers provide disaster relief, armed forces services, education programs, health and safety, plus community programming to citizens in Hidalgo, Cameron, Willacy and Starr Counties; and

WHEREAS, services and programs are made possible by the unique partnership between those who give their time, our esteemed volunteers, and those that give a financial gift, our treasured donors. The South Texas Chapter will continue the proud tradition in its mission to supply relief to victims of disaster and help people prevent, prepare for, and respond to emergencies; and

WHEREAS, "Red Cross Month" is a time to remind everyone of the work of the American Red Cross communities across the country and around the globe, and how we depend on the public.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court proclaims that the month of March 2014 as "Red Cross Month" and encourages the residents of Hidalgo County and South Texas to support this worthy organization.

Dated this 25th day of February, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-43263 **Comm. Court Executive Office 6. C.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance Company in the amount of $300.80 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 12/16/13

4-1100-360-00-000-005-0-000

Attachments

Fred Loya Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 03:29 PM
Obdett Calzada	Obdett Calzada	02/21/2014 10:46 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 08:49 AM

Final Approval Date: 02/21/2014

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank 30-9/1140
Fort Worth, TX

9949787

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 6 MONTHS FROM DATE OF ISSUE.

PAY * THREE HUNDRED DOLLARS & 80 CENTS----------

TO THE ORDER OF COUNTY OF HIDALGO
9805 N 10TH ST
MCALLEN TX 78504

300.80
CHECK AMOUNT

2/11/14

COMMENTS: PD PAYMENT FOR DAMAGES
2005 FORD TAURUS
JME

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈0009949787⑈ ⑆114000093⑆ 650016756⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

9949787

DATE	DRAFT#	CLAIM#	POLICY#	AMOUNT
2/11/14	9949787	545 10375	65 613683712	300.80

INSURED: NANCY GUERRERO

ROY QUNTANILLA
9805 N 10TH ST
MCALLEN TX 78504

545-103-15

COLLISION MASTERS
2510 WEST EXPRESSWAY 83
MISSION, TX 78572
PHONE:(956)519-8414 FAX:(956)580-2244
"WE DO THE BODY GOOD"

***** PRELIMINARY ESTIMATE *****

01/28/2014 02:51 PM

Owner

Owner: COUNTY UNIT 77 HIDALGO

Inspection

Inspection Date: 01/28/2014 02:50 PM
Inspection Type:

Appraiser Name: MARCO SALDANA
Address: 2510 W Expressway 83
City State Zip: Mission, TX 78572
Email: collisionmasters@yahoo.com

Appraiser License # :
Work/Day: (956)519-8414
FAX: (956)580-2244
Cell:

Repairer

Repairer: COLLISION MASTERS INC.
Address: 2510 WEST EXPWY 83-MIISSION
11700 N. ROOTH-EDINBURG
City State Zip: MISSION, EDINBURG, TX 78572
Email: collisionmastersinc@live.com

Contact: COLLISION MASTERS INC.
Work/Day: (956)519-8414xMISSION
Home/Evening: (956)380-3368xEDINBURG
FAX: (956)580-2244

Vehicle

2005 Ford Taurus SE 4 DR Sedan
6cyl Gasoline 3.0
4 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

VIN: 1FAFP53U05A231120
Mileage Type: Actual
Code: P3533C
Int. Refinish: Two-Stage

Options

AM/FM Stereo Tape	Air Conditioning	Alarm System
Center Console	Cruise Control	Dual Airbags
Floor Mats	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Front Bench Seat
Tachometer	Tilt Steering Wheel	Tinted Glass
Trip Computer	Velour/Cloth Seats	

Damages

01/28/2014 15:32 9563936189 MOTOR POOL PAGE 01/03

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	I	565		Bumper,Rear	Repair				1.0*	RF*
2	L	565	10	Bumper,Rear	Refinish				2.6*	RF
					2.5 Surface					
					0.1 Two-stage					
3	RI	565		Bumper,Rear	R & I Assembly				2.0	SM
3		**Items**								

MC	Message
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL

Estimate Total & Entries

Paint Materials	$93.60	
Parts & Material Total		$93.60

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$37.00	2.0		2.0	$74.00
Mech/Elec (ME)	$75.00				
Frame (FR)	$50.00				
Refinish (RF)	$37.00	2.6	1.0	3.6	$133.20
Paint Materials	$26.00				

Labor Total	5.6 Hours	$207.20
Gross Total		**$300.80**
Net Total		**$300.80**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78572 Audatex Host

Audatex Estimating 7.0.123 ES 01/28/2014 02:52 PM REL 7.0.123 DT 12/01/2013
Copyright (C) 2013 Audatex North America, Inc.

0.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

01/28/2014 15:32 9563936189 MOTOR POOL PAGE 02/03

AI-43310 **Comm. Court Executive Office 6. D.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for Commissioner Cuellar to sign discharge monitoring reports for Delta Lake wastewater treatment plant for period from April, 2013 to September, 2013. Environmental Compliance Office will submit reports to Texas Commission on Environmental Quality.

BACKGROUND

Attachments

1
2
3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 05:08 PM
Manuel Chapa	Manuel Chapa	02/24/2014 08:13 AM
Budget & Management	Debbie Tamez	02/21/2014 05:08 PM
Manuel Chapa	Manuel Chapa	02/24/2014 08:13 AM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 02/21/2014 05:01 PM

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

NAME: DELTA LAKE PARK WWTF
ADDRESS: 1902 JOE STEPHENS
WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	001-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	04/01/2013	TO	04/30/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Oxygen, dissolved (DO) 00300 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	2.0	******	******		0	Weekly	GRAB
	PERMIT REQUIREMENT	******	******	******	2 MO MIN	******	******	mg/L			
BOD, 5-day, 20 deg. C 00310 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00170	******	mg/L	******	3.9	5.03		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L			
pH 00400 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	7.1	******	7.1		0	Monthly	GRAB
	PERMIT REQUIREMENT	******	******	******	6 MINIMUM	******	9 MAXIMUM	SU			
Solids, total suspended 00530 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00080	******	mg/L	******	2.00	2.00		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L			
Nitrogen, ammonia total (as N) 00610 1 0 Effluent Gross	SAMPLE MEASUREMENT	0.5	******	mg/L	******	0.5	0.5		0	Monthly	GRAB
	PERMIT REQUIREMENT	Req. Mon. DAILY AV	******	lb/d	******	Req. Mon. DAILY AV	Req. Mon. SINGGRAB	mg/L			
Flow, in conduit or thru treatment plant 50050 1 0 Effluent Gross	SAMPLE MEASUREMENT	.000101	.000107	Mgd	******	******	******	******	0	Five Per Week	INSTAN
	PERMIT REQUIREMENT	.005 DAILY AV	Req. Mon. DAILY MX	MGD	******	******	******	******			
Chlorine, total residual 50060 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	1.0	******	1.6		0	Five Per Week	GRAB
	PERMIT REQUIREMENT	******	******	******	1 MO MIN	******	4 MO MAX	mg/L			

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE		DATE
	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

FOR AMMONIA NITROGEN - SEE OTHER REQUIREMENT NO. 4 ON PAGE 23 OF THE PERMIT.

DISCHARGE MONITORING REPORT (DMR)

OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

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TX0072133	001-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	05/01/2013	TO	05/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Oxygen, dissolved (DO) 00300 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	2.0	******	******		0	Weekly	GRAB
	PERMIT REQUIREMENT	******	******	******	2 MO MIN	******	******	mg/L		Weekly	GRAB
BOD, 5-day, 20 deg. C 00310 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00183	******	mg/l	******	2.8	3.44		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
pH 00400 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	7.2	******	7.2		0	Monthly	GRAB
	PERMIT REQUIREMENT	******	******	******	6 MINIMUM	******	9 MAXIMUM	SU		Monthly	GRAB
Solids, total suspended 00530 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00175	******	Mg/l	******	2.7	4.0		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
Nitrogen, ammonia total (as N) 00610 1 0 Effluent Gross	SAMPLE MEASUREMENT	0.5	******		******	0.5	0.5		0	Monthly	GRAB
	PERMIT REQUIREMENT	Req. Mon. DAILY AV	******	lb/d	******	Req. Mon. DAILY AV	Req. Mon. SINGGRAB	mg/L		Monthly	GRAB
Flow, in conduit or thru treatment plant 50050 1 0 Effluent Gross	SAMPLE MEASUREMENT	.000098	.000107	mgd	******	******	******	******	0	Five Per Week	INSTAN
	PERMIT REQUIREMENT	.005 DAILY AV	Req. Mon. DAILY MX	MGD	******	******	******	******		Five Per Week	INSTAN
Chlorine, total residual 50060 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	1.0	******	1.4		0	Five Per Week	GRAB
	PERMIT REQUIREMENT	******	******	******	1 MO MIN	******	4 MO MAX	mg/L		Five Per Week	GRAB

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ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	001-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	06/01/2013	TO	06/30/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Oxygen, dissolved (DO) 00300 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	2.2	******	******		0	Weekly	GRAB
	PERMIT REQUIREMENT	******	******	******	2 MO MIN	******	******	mg/L		Weekly	GRAB
BOD, 5-day, 20 deg. C 00310 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00191	******	Mg/l	******	5.0	5.88		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
pH 00400 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	7.2	******	7.2		0	Monthly	GRAB
	PERMIT REQUIREMENT	******	******	******	6 MINIMUM	******	9 MAXIMUM	SU		Monthly	GRAB
Solids, total suspended 00530 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00164	******	Mg/l	******	3.16	5.50		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
Nitrogen, ammonia total (as N) 00610 1 0 Effluent Gross	SAMPLE MEASUREMENT	0.5	******		******	0.5	0.5		0	Monthly	GRAB
	PERMIT REQUIREMENT	Req. Mon. DAILY AV	******	lb/d	******	Req. Mon. DAILY AV	Req. Mon. SINGGRAB	mg/L		Monthly	GRAB
Flow, in conduit or thru treatment plant 50050 1 0 Effluent Gross	SAMPLE MEASUREMENT	.000101	.000108	mgd Mg/l Mo	******	******	******	******	0	Five Per Week	INSTAN
	PERMIT REQUIREMENT	.005 DAILY AV	Req. Mon. DAILY MX	MGD	******	******	******	******		Five Per Week	INSTAN
Chlorine, total residual 50060 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	1.0	******	1.6		0	3 Per Week	GRAB
	PERMIT REQUIREMENT	******	******	******	1 MO MIN	******	4 MO MAX	mg/L		Five Per Week	GRAB

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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

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WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	001-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	07/01/2013	TO	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Oxygen, dissolved (DO) 00300 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	2.2	******	******		0	[illegible]	GRAB
	PERMIT REQUIREMENT	******	******	******	2 MO MIN	******	******	mg/L		Weekly	GRAB
BOD, 5-day, 20 deg. C 00310 1 0 Effluent Gross	SAMPLE MEASUREMENT	.19586	******	mg/l	******	5.44	7.0		0	[illegible]	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
pH 00400 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	7.4	******	7.4		0	[illegible]	GRAB
	PERMIT REQUIREMENT	******	******	******	6 MINIMUM	******	9 MAXIMUM	SU		Monthly	GRAB
Solids, total suspended 00530 1 0 Effluent Gross	SAMPLE MEASUREMENT	.05621	******	mg/l	******	2.0	2		0	[illegible]	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
Nitrogen, ammonia total (as N) 00610 1 0 Effluent Gross	SAMPLE MEASUREMENT	0.5	******		******	0.5	0.5		0	[illegible]	GRAB
	PERMIT REQUIREMENT	Req. Mon. DAILY AV	******	lb/d	******	Req. Mon. DAILY AV	Req. Mon. SINGGRAB	mg/L		Monthly	GRAB
Flow, in conduit or thru treatment plant 50050 1 0 Effluent Gross	SAMPLE MEASUREMENT	.000095	.000107	MGD	******	******	******	******	0	[illegible]	[illegible]
	PERMIT REQUIREMENT	.005 DAILY AV	Req. Mon. DAILY MX	MGD	******	******	******	******		Five Per Week	INSTAN
Chlorine, total residual 50060 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	1.0	******	1.6		0	[illegible]	GRAB
	PERMIT REQUIREMENT	******	******	******	1 MO MIN	******	4 MO MAX	mg/L		Five Per Week	GRAB

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WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	001-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	08/01/2013	TO	08/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Oxygen, dissolved (DO)	SAMPLE MEASUREMENT	******	******	******	2.4	******	******		0		
00300 1 0 Effluent Gross	PERMIT REQUIREMENT	******	******	******	2 MO MIN	******	******	mg/L		Weekly	GRAB
BOD, 5-day, 20 deg. C	SAMPLE MEASUREMENT	.00200	******	mg/l	******	2.62	2.99		0		
00310 1 0 Effluent Gross	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
pH	SAMPLE MEASUREMENT	******	******	******	7.1	******	7.1		0		
00400 1 0 Effluent Gross	PERMIT REQUIREMENT	******	******	******	6 MINIMUM	******	9 MAXIMUM	SU		Monthly	GRAB
Solids, total suspended	SAMPLE MEASUREMENT	.00100	******	mg/l	******	2.0	2.0		0		
00530 1 0 Effluent Gross	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L		Weekly	GRAB
Nitrogen, ammonia total (as N)	SAMPLE MEASUREMENT	0.5	******		******	0.5	0.5		0		
00610 1 0 Effluent Gross	PERMIT REQUIREMENT	Req. Mon. DAILY AV	******	lb/d	******	Req. Mon. DAILY AV	Req. Mon. SINGGRAB	mg/L		Monthly	GRAB
Flow, in conduit or thru treatment plant	SAMPLE MEASUREMENT	.000100	.000107	MGD	******	******	******	******	0		
50050 1 0 Effluent Gross	PERMIT REQUIREMENT	.005 DAILY AV	Req. Mon. DAILY MX	MGD	******	******	******	******		Five Per Week	INSTAN
Chlorine, total residual	SAMPLE MEASUREMENT	******	******	******	1.0	******	1.6		0		
50060 1 0 Effluent Gross	PERMIT REQUIREMENT	******	******	******	1 MO MIN	******	4 MO MAX	mg/L		Five Per Week	GRAB

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ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	001-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	09/01/2013	TO	09/30/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Oxygen, dissolved (DO) 00300 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	2.4	******	******		0	Weekly	GRAB
	PERMIT REQUIREMENT	******	******	******	2 MO MIN	******	******	mg/L			
BOD, 5-day, 20 deg. C 00310 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00413	******	mg/l	******	4.77	6.08		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L			
pH 00400 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	7.1	******	7.1		0	Monthly	GRAB
	PERMIT REQUIREMENT	******	******	******	6 MINIMUM	******	9 MAXIMUM	SU			
Solids, total suspended 00530 1 0 Effluent Gross	SAMPLE MEASUREMENT	.00216	******	mg/l	******	2.50	3.50		0	Weekly	GRAB
	PERMIT REQUIREMENT	.83 DAILY AV	******	lb/d	******	20 DAILY AV	65 SINGGRAB	mg/L			
Nitrogen, ammonia total (as N) 00610 1 0 Effluent Gross	SAMPLE MEASUREMENT	0.05	******	mg/l	******	0.05	0.05		0	Monthly	GRAB
	PERMIT REQUIREMENT	Req. Mon. DAILY AV	******	lb/d	******	Req. Mon. DAILY AV	Req. Mon. SINGGRAB	mg/L			
Flow, in conduit or thru treatment plant 50050 1 0 Effluent Gross	SAMPLE MEASUREMENT	.000010	.000105	MGD	******	******	******	******	0	Five Per Week	INSTAN
	PERMIT REQUIREMENT	.005 DAILY AV	Req. Mon. DAILY MX	MGD	******	******	******	******			
Chlorine, total residual 50060 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	1.0	******	1.4		0	Five Per Week	GRAB
	PERMIT REQUIREMENT	******	******	******	1 MO MIN	******	4 MO MAX	mg/L			

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ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

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MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	02/01/2013	TO	04/30/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
E. coli 51040 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	******	< 1.0	< 1.0	CFU	0	quarterly	GRAB
	PERMIT REQUIREMENT	******	******	******	******	126 DAILY AV	394 SINGGRAB	CFU/100ml		Quarterly	GRAB

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WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	001-Q
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	05/01/2013	TO	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
DOMESTIC FACILITY - 001
External Outfall

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
E. coli 51040 1 0 Effluent Gross	SAMPLE MEASUREMENT	******	******	******	******	< 1.0	< 1.0	CFU	0	Quarterly	GRAB
	PERMIT REQUIREMENT	******	******	******	******	126 DAILY AV	394 SINGGRAB	CFU/100ml		Quarterly	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		TELEPHONE		DATE
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

NAME: DELTA LAKE PARK WWTF
ADDRESS: 1902 JOE STEPHENS
WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	SLS-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	08/01/2012	TO	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
SURFACE DISPOSAL-SLSA
Other

No Discharge ☑

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
pH	SAMPLE MEASUREMENT	******	******	******		******	******				
00400 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	Req. Mon. MINIMUM	******	******	SU		Contingent	BATCH
Arsenic, dry weight	SAMPLE MEASUREMENT	******	******	******	******						
01003 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	Req. Mon. ALLWCONC	Req. Mon. SINGSAMP	mg/kg		Contingent	BATCH
Nickel, total (as Ni)	SAMPLE MEASUREMENT	******	******	******	******						
01067 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	Req. Mon. ALLWCONC	Req. Mon. SINGSAMP	mg/kg		Contingent	BATCH
Unit w/liner/leachate collection system	SAMPLE MEASUREMENT	******	******	******	******	******					
49028 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. VALUE	Y=1;N=0			
Boundary areas	SAMPLE MEASUREMENT	******	******	******	******	******					
51004 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. VALUE	acr			
Chromium, dry weight	SAMPLE MEASUREMENT	******	******	******	******						
78473 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	Req. Mon. ALLWCONC	Req. Mon. SINGSAMP	mg/kg		Contingent	BATCH
Level of pathogen requirements achieved	SAMPLE MEASUREMENT	******	******	******	******	******					
84368 T 0 See Comments	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. SINGSAMP	state class		Contingent	BATCH

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		TELEPHONE		DATE
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

T = STATE CLASS: A=1, B=2, NONE=0. WQ0010973-001

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

NAME: DELTA LAKE PARK WWTF
ADDRESS: 1902 JOE STEPHENS
WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	SLS-A
PERMIT NUMBER	**DISCHARGE NUMBER**

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	08/01/2012	**TO**	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
SURFACE DISPOSAL-SLSA
Other

No Discharge ☑

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Description of pathogen option used	SAMPLE MEASUREMENT	******	******	******	******	******					
84369 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. VALUE	alt #		Contingent	BATCH
Vector attraction reduction alternative used	SAMPLE MEASUREMENT	******	******	******	******	******					
84370 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. VALUE	alt #		Contingent	BATCH

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		TELEPHONE		DATE
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

T = STATE CLASS: A=1, B=2, NONE=0. WQ0010973-001

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

NAME: DELTA LAKE PARK WWTF
ADDRESS: 1902 JOE STEPHENS
WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	SLL-Y
PERMIT NUMBER	**DISCHARGE NUMBER**

MONITORING PERIOD			
	MM/DD/YYYY		**MM/DD/YYYY**
FROM	08/01/2012	**TO**	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
SECTION I, C - SLLY
Other

No Discharge ☑

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Fecal coliform	SAMPLE MEASUREMENT	******			******	******	******	******			
31641 R 0 See Comments	PERMIT REQUIREMENT	******	Req. Mon. MAXIMUM	MPN/g	******	******	******	******		See Permit	BATCH
Salmonella	SAMPLE MEASUREMENT	******			******	******	******	******			
71204 R 0 See Comments	PERMIT REQUIREMENT	******	Req. Mon. MAXIMUM	MPN/g	******	******	******	******		See Permit	BATCH

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		TELEPHONE		DATE
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

R= SLUDGE; SEE PERMIT FOR REPORTING REQUIREMENTS. WQ0010973-001

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

NAME: DELTA LAKE PARK WWTF
ADDRESS: 1902 JOE STEPHENS
WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	SLL-A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD			
	MM/DD/YYYY		MM/DD/YYYY
FROM	08/01/2012	TO	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
LAND APPLICATION - SLLA
Other

No Discharge ☑

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Lead, dry weight	SAMPLE MEASUREMENT	******			******						
78468 R 0 See Comments	PERMIT REQUIREMENT	******	268 MX VALUE	lb/acr	******	300 SINGSAMP	840 MAXIMUM	mg/kg		Annual	BATCH
Nickel, dry weight	SAMPLE MEASUREMENT	******			******						
78469 R 0 See Comments	PERMIT REQUIREMENT	******	375 MX VALUE	lb/acr	******	420 SINGSAMP	420 MAXIMUM	mg/kg		Annual	BATCH
Mercury, dry weight	SAMPLE MEASUREMENT	******			******						
78471 R 0 See Comments	PERMIT REQUIREMENT	******	15 MX VALUE	lb/acr	******	17 SINGSAMP	57 MAXIMUM	mg/kg		Annual	BATCH
Chromium, dry weight	SAMPLE MEASUREMENT	******			******						
78473 R 0 See Comments	PERMIT REQUIREMENT	******	2677 MX VALUE	lb/acr	******	1200 SINGSAMP	3000 MAXIMUM	mg/kg		Annual	BATCH
Pollutant table from 503.13	SAMPLE MEASUREMENT	******	******	******	******	******					
84367 S 0 See Comments	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. VALUE	table #			
Level of pathogen requirements achieved	SAMPLE MEASUREMENT	******	******	******	******	******					
84368 T 0 See Comments	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. MX VALUE	state class		Contingent	BATCH
Description of pathogen option used	SAMPLE MEASUREMENT	******	******	******	******	******					
84369 SL 0 Sludge	PERMIT REQUIREMENT	******	******	******	******	******	Req. Mon. VALUE	alt #		See Permit	BATCH

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		TELEPHONE		DATE
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

"P" - ANNUAL WHOLE SLUDGE APPLICATION RATE ONLY APPLIES TO CLASS 'A' SLUDGE NOT MEETING TABLE 3."R" - REPORT LOADING ONLY IF YOU EXCEED 90% OF ALLOWABLE KG/HA. "S" - TABLE NUMBER: REPORT (2,3 OR"T" - STATE CLASS: A = 1, B = 2, NONE = 0. WQ0010973-001

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

Form Approved
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS *(Include Facility Name/Location if Different)*

NAME: DELTA LAKE PARK WWTF
ADDRESS: 1902 JOE STEPHENS
WESLACO, TX 78596

FACILITY: DELTA LAKE PARK WWTF
LOCATION: 2M N. FMR 88 AND 1422, E. FMR 88
WESLACO, TX 78596

ATTN: SANTIAGO ZAVALA, PARKS FOREMAN

TX0072133	SLL-A
PERMIT NUMBER	**DISCHARGE NUMBER**

MONITORING PERIOD			
	MM/DD/YYYY		**MM/DD/YYYY**
FROM	08/01/2012	**TO**	07/31/2013

DMR Mailing ZIP CODE: 78596
MINOR
(SUBR 15)
LAND APPLICATION - SLLA
Other

No Discharge ☐

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
Vector attraction reduction alternative used	**SAMPLE MEASUREMENT**	******	******	******	******	******					
84370 SL 0 Sludge	**PERMIT REQUIREMENT**	******		******	******	******	Req. Mon. VALUE	alt #		Report	BATCH

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		TELEPHONE		DATE
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA Code	NUMBER	MM/DD/YYYY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

"P" - ANNUAL WHOLE SLUDGE APPLICATION RATE ONLY APPLIES TO CLASS 'A' SLUDGE NOT MEETING TABLE 3."R" - REPORT LOADING ONLY IF YOU EXCEED 90% OF ALLOWABLE KG/HA. "S" - TABLE NUMBER: REPORT (2,3 OR"T" - STATE CLASS: A = 1, B = 2, NONE = 0. WQ0010973-001

AI-43198 **Comm. Court Executive Office 6. E.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for Judge Ramon Garcia to sign Discharge Monitoring Report (DMR) Address and Signatory Authority Form (TCEQ-20431) authorizing county's Environmental Compliance Coordinator to sign DMRs and submit to TCEQ the waste water treatment plant at Delta Lake Park in Precinct 1.

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 02:28 PM
Glinda Pacheco	Glinda Pacheco	02/20/2014 01:09 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/14/2014 01:17 PM

Final Approval Date: 02/21/2014

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Discharge Monitoring Report (DMR) Address and Signatory Authority Form

If you have questions about completing this form, please contact the Compliance Monitoring Team at 512-239-2545.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-2545.

Permit Information:

EPA ID NUMBER: TX 0072133 TPDES PERMIT NUMBER (if applicable): WQ0010973001

PERMITTEE AND/OR FACILITY NAME: Hidalgo County

DMR MAILING ADDRESS: (If different from your primary mailing address stated on the permit)
Hidalgo County Pct. 1, 1902 Joe Stephens Avenue (Street Address)
Weslaco, TX 78596 (City, State and Zip Code)

Note: If your primary mailing address has changed, please submit the revised address in writing to the Applications Review and Processing Team (MC 148). Please call 512-239-4671 to request the form for this purpose.

Signatory Information:

INDIVIDUAL(S) DELEGATED AUTHORITY TO SIGN DISCHARGE MONITORING REPORTS (DMRs):
(Other than person delegating authority- **Delegation of signatory authority must meet the requirements in 30 TEX. ADMIN. CODE 305.128.** See reverse of this form for rule citation.)

Martin Ramirez / Hidalgo County Environmental Compliance Coordinat
(Name) (Title)

/
(Name) (Title)

PERSON TO CONTACT BY PHONE: Martin Ramirez / Hidalgo County Environmental Compliance
(Name) (Title)
956-292-7000 extension 4082 or 956-318-2980 (Phone Number)
martin.ramirez@hchd.org (E-mail Address)

RESPONSIBLE CORPORATE OFFICER, GENERAL PARTNER, PROPRIETOR, PRINCIPLE EXECUTIVE OFFICER, OR RANKING ELECTED OFFICIAL: (**Individual listed below is a person defined in 30 TEX. ADMIN. CODE 305.44(a).** See reverse of this form for rule citation.)

I, _____ _____
(Printed name) (Title)

certify that I am a RESPONSIBLE CORPORATE OFFICER, GENERAL PARTNER, PROPRIETOR, PRINCIPAL EXECUTIVE OFFICER, OR RANKING ELECTED OFFICIAL for the above-referenced regulated facility, and I therefore have authority under 30 TAC 305.44 to sign reports. I certify that signatory authority for Discharge Monitoring Reports has been delegated to the above-named individual(s) in accordance with applicable procedures, consistent with 30 TAC 305.44 and 305.128. I also certify that the above-named individual(s) are either individuals or a position having responsibility for the overall operation of the regulated facility or for the environmental matters of the regulated facility. I further certify that I can provide documentation in proof of such delegation upon request.

SIGNATURE: _____ DATE: _____

PHONE NO.: _____

PLEASE RETURN COMPLETED FORM TO:
TCEQ / Compliance Monitoring Team **(MC 224)**
Enforcement Division
P.O. Box 13087
Austin, Texas 78711-3087

Signatories to Applications

30 TEX. ADMIN. CODE 305.44

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

(b) A person signing an application shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(c) For a hazardous solid waste permit or a post-closure order, the application must be signed by the owner and operator of the facility.

(d) For radioactive material license applications under Chapter 336 of this title (relating to Radioactive Substance Rules), the applicant or person duly authorized to act for and on the applicant's behalf must sign the application.

Signatories to Reports

30 TEX. ADMIN. CODE 305.128

(a) All reports requested by permits and other information requested by the executive director shall be signed by a person described in §305.44(a) of this title (relating to Signatories to Applications) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) the authorization is made in writing by a person described in §305.44(a) of this title (relating to Signatories to Applications);

(2) **the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity or for environmental matters for the applicant,** such as the position of plant manager, operator of a well or well field, environmental manager, or a position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

(3) the written authorization is submitted to the executive director.

(b) If an authorization under this section is no longer accurate because of a change in individuals or position, a new authorization satisfying the requirements of this section must be submitted to the executive director prior to or together with any reports, information, or applications to be signed by an authorized representative.

(c) **Any person signing a report required by a permit shall make the certification set forth in §305.44(b) of this title** (relating to Signatories to Applications).

AI-43290 **Comm. Court Executive Office 6. F.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

2. Consider request from City of Pharr Commissioners to approve a Resolution authorizing the resale of tax foreclosed property, account number K2400-00-000-0181-09.

BACKGROUND

Attachments

letter
order
D
a
b
c
bid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 11:00 AM
Obdett Calzada	Obdett Calzada	02/21/2014 04:15 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/20/2014 07:43 PM

Final Approval Date: 02/21/2014

PerdueBrandonFielderCollins&MottLLP
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

February 19, 2014

Monica Badillo
Commissioners' Court Administrator
Hidalgo County
2818 S. Bus. Hwy. 281
Edinburg, TX 78539

Dear Ms. Badillo:

Our firm would like to be placed on the agenda for the Hidalgo County Commissioners Court Regular Meeting and the Hidalgo County Drainage District #1 Board Meeting scheduled for February 25, 2014.

The agenda items are as follows:

Hidalgo County Drainage District #1 Board Meeting

Consider request from City of Pharr Commissioners to approve a Resolution authorizing the resale of tax foreclosed property, account number K2400-00-000-0181-09.

Hidalgo County Commissioner Court Meeting

Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

Consider request from City of Pharr Commissioners to approve a Resolution authorizing the resale of tax foreclosed property, account number K2400-00-000-0181-09.

If you have any questions, please feel free to contact me.

Sincerely,

Romeo Cantu
Communications Director/Litigation Manager
rcantu@pbfcm.com

ORDER OF THE COMMISSIONERS COURT
OF HIDALGO COUNTY

On the 25th day of February, 2014, at the regularly scheduled meeting of the Commissioners Court of Hidalgo County, a motion was duly made and seconded for Hidalgo County to resell the properties described on Exhibit "A," Exhibit "B" and Exhibit "C" attached hereto, which was acquired through tax foreclosure proceedings. Hidalgo County requests that Sheriff Guadalupe "Lupe" Trevino conduct such sale in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; further, that Hidalgo County notify Sheriff Guadalupe "Lupe" Trevino that it would not object to a sale price of such properties in the sums set forth on Exhibit "A", Exhibit "B" and Exhibit "C"; **and further, in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an offer to purchase a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing and the Sheriff is authorized in such case to pull/delete that property from the public sale.**

Discussion was then conducted, and upon completion of same, the County Judge called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that Hidalgo County offer for resale, in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, the properties described on Exhibit "A," Exhibit "B" and Exhibit "C" and that Sheriff Guadalupe "Lupe" Trevino, is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such properties is as set forth on Exhibit "A," Exhibit "B" and Exhibit "C"; and further that **in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an interest in purchasing a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing and the Sheriff is authorized and directed in such case to pull/delete that property from the public sale.**

SIGNED AND ENTERED on this _____ day of _____, 2014.

_____
Ramon Garcia
County Judge
Hidalgo County

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “A”

(Tax Resale Properties)

Exhibit “B”

(Tax Resale Properties)

Exhibit “C”

(Tax Resale Properties)

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

EXHIBIT D

HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-749-03-B	1.00 acre, more or less, out of the southwest corner of Lot 181, Kelly Pharr Subdivision	K2400-00-000-0181-09	$65,000.00	$10,669.50	$2,371.00

LINEBARGER

EXHIBIT "A"

Hidalgo County Tax Resale
Exhibit "A"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Original Tax Resale Minimum Bid	Current Market Value (HCAD)	Proposed Minimum Bid
1	12/4/2012	T-1159-11-H HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. JAIME CEDILLO ZAPATA, ET AL	TRACT 1: THE WEST 19 FEET OF LOT TWELVE (12), AND ALL OF LOT THIRTEEN (13), BLOCK FOUR (4), BENAVIDES SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON AUGUST 15, 1994 IN DOCUMENT NUMBER 403246, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CARRIED ON TAX ROLLS AS BENAVIDES #2 W 19'-LOT 12 & ALL OF LOT 13 BLK 4. ACCOUNT NO.: B2400-02-004-0012-06 DATE OF JUDGMENT: FEBRUARY 28, 2012 ADJUDGED VALUE: $32,779.00	LA JOYA ISD	**$3,287.20** Subject to Post Judgment Taxes, any mowing liens & any Water District Taxes	$32,872.00	**$100.00**

EXHIBIT "B"

Hidalgo County Tax Resale
Exhibit "B"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Original Tax Sale Minimum Bid	Current Market Value (Hcad)	Proposed Minimum Bid
2	2/5/2013	T-934-11-J HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #1 VS. GALINDO P. RODRIGUEZ, ET AL	DESCRIPTION: ALL OF LOT NO. 16, BLOCK 1, UNIT 1, BARBOSA LOPEZ SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 20.0 ACRES OF FARM TRACT 211, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON JULY 31, 1985 IN VOLUME 2166, PAGE 163, DOCUMENT NUMBER 125916, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS, CARRIED IN TAX ROLLS AS BARBOSA-LOPEZ #1 LOT 16 BLK 1. ACCOUNT NO.: B1610-00-001-0016-00 DATE OF JUDGMENT: AUGUST 9, 2012 ADJUDGED VALUE: $34,112.00	WESLACO ISD	$15,964.36	$34,112.00	**$3,411.20**

3	5/7/2013	T-656-10-E HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. SIXTO RAMIREZ	LOT 14, VALES SUBDIVISION, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 367147, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: V0555-00-000-0014-00 DATE OF JUDGMENT: JUNE 21, 2012 ADJUDGED VALUE: $48,770.00	LA JOYA ISD	$13,809.25	$39,455.00	**$3,945.50**
4	7/2/2013	T-575-08-E EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT, CITY OF ELSA, SOUTH TEXAS COLLEGE, ET AL VS. ROY GARCIA, SR. A/K/A ROY GARCIA A/K/A ROJELIO ALEMAN GARCIA A/K/A ROGELIO GARCIA A/K/A ROGELIO A. GARCIA, ET AL	TRACT 1: LOTS 13, 14, 15 AND 16, BLOCK 39, ORIGINAL TOWNSITE ADDITION, CITY OF ELSA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 6, PAGE 50, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: E5400-00-039-0013-00 TRACT 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, BLOCK 4, CARLSON'S SUBDIVISION NO. 2, AN ADDITION TO THE CITY OF ELSA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 8, PAGE 48, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C1800-00-004-0001-00 TRACT 3: LOTS 6, 7, 8, 9, 10 AND 11, BLOCK 36, CARLSON'S SUBDIVISION NO. 2, AN ADDITION TO THE CITY OF ELSA, HIDALGO COUNTY, TEXAS, ACCORDING	EDCOUCH-ELSA ISD	$66,865.75	$191,045.00	**$19,104.50**

			TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 8, PAGE 10, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C1800-00-036-0006-00 DATE OF JUDGMENT: NOVEMBER 18, 2008 ADJUDGED VALUE: TRACT 1: $556,098.00 TRACT 2: $51,455.00 TRACT 3: $13,365.00				
5	7/2/2013	T-841-10-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. MARIO SALAZAR, ET. AL.	TRACT 1: LOT 18, BLOCK 163, REMERA ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED SEPTEMBER 30, 1993 FROM JOSE SALAZAR, ET. UX. TO MARIO SALAZAR, RECORDED IN DOCUMENT NO. 347643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R1900-00-163-0018-00 DATE OF JUDGMENT: DECEMBER 5, 2012 ADJUDGED VALUE: $12,675.00	MERCEDES ISD	$4,436.25	$12,675.00	**$1,267.50**
6	7/2/2013	T-841-10-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE	TRACT 2: LOT 20, BLOCK 163, REMERA ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY	MERCEDES ISD	$4,436.25	$12,675.00	**$1,267.50**

		DISTRICT #1 VS. MARIO SALAZAR, ET. AL.	DESCRIBED IN THAT DEED DATED SEPTEMBER 30, 1993 FROM JOSE SALAZAR, ET. UX. TO MARIO SALAZAR, RECORDED IN DOCUMENT NO. 347643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R1900-00-163-0020-00 DATE OF JUDGMENT: DECEMBER 5, 2012 ADJUDGED VALUE: $12,675.00				
7	7/2/2013	T-841-10-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. MARIO SALAZAR, ET. AL.	TRACT 3: LOT 21, BLOCK 163, REMERA ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED SEPTEMBER 30, 1993 FROM JOSE SALAZAR, ET. UX. TO MARIO SALAZAR, RECORDED IN DOCUMENT NO. 347643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R1900-00-163-0021-00 DATE OF JUDGMENT: DECEMBER 5, 2012 ADJUDGED VALUE: $12,675.00	MERCEDES ISD	$4,436.25	$12,675.00	**$1,267.50**
8	7/2/2013	T-841-10-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. MARIO	TRACT 4: LOT 22, BLOCK 163, REMERA ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED SEPTEMBER 30, 1993	MERCEDES ISD	$4,436.25	$12,675.00	**$1,267.50**

		SALAZAR, ET. AL.	FROM JOSE SALAZAR, ET. UX. TO MARIO SALAZAR, RECORDED IN DOCUMENT NO. 347643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R1900-00-163-0022-00 DATE OF JUDGMENT: DECEMBER 5, 2012 ADJUDGED VALUE: $12,675.00				
9	7/2/2013	T-1259-11-H EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT , CITY OF EDINBURG AND SOUTH TEXAS COLLEGE, ET AL VS. THE KNOWN AND UNKNOWN HEIRS OF MANUELA HIDALGO (DECEASED) AND ANY OTHER KNOWN OR UNKNOWN PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY	1.00 ACRE, MORE OR LESS, OUT OF THE LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AN ADDITION TO HIDALGO COUNTY, TEXAS AS DESCRIBED IN VOLUME 1601, PAGE 709, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: T2100-00-274-0005-21 DATE OF JUDGMENT: AUGUST 21, 2012 ADJUDGED VALUE: $40,420.00	EDINBURG CISD	$18,922.40	$54,064.00	**$5,406.40**

10	7/2/2013	T-1651-11-C HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #1 AND WESLACO INDEPENDENT SCHOOL DISTRICT VS. RUBEN MOLINA, ET AL	A 0.68 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 180, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT WARRANTY DEED RECORDED ON FEBRUARY 23, 1995, DOCUMENT NUMBER 437569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS WEST & ADAMS 0.68AC BEING AN IRR TR-E100'-W666.26'-S309.2' LOT 2 BLK 180 0.68AC NET. ACCOUNT NO.: W2500-00-180-0002-00 DATE OF JUDGMENT: FEBRUARY 13, 2012 ADJUDGED VALUE: $52,555.00	WESLACO ISD	$18,054.40	$51,584.00	**$5,158.40**
11	9/3/2013	T-1047-09-B HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. SERGIO RAMON SALINAS	A 0.15 ACRE PARCEL OUT OF TRACT 239 OF THE PARTITION OF PORCIONES 38, 39, AND 40, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 4, PAGES 17-19, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID PARCEL BEING DESCRIBED BY METES AND BOUNDS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JUNE 3, 2002 FROM	LA JOYA ISD	$20,015.80	$57,188.00	**$5,718.80**

			OLIVERO B. SOLIS, ET. AL. TO SERGIO RAMON SALINAS, RECORDED IN DOCUMENT NO. 1094363, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: 10038-00-000-0239-55 DATE OF JUDGMENT: JANUARY 11, 2012 ADJUDGED VALUE: $58,100.00				
12	9/3/2013	T-1881-09-A EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF EDINBURG, AND SOUTH TEXAS COLLEGE, ET AL VS. JOSE ELMO RAMOS (DECEASED), A/K/A ELMO RAMOS, ET AL	ALL THAT CERTAIN TRACT OF LAND BEING THE WEST 850 FEET OF THE NORTH ONE-HALF OF LOT 13, BLOCK 47, SANTA CRUZ GARDENS SUBDIVISION, UNIT 2, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1859, PAGES 915, DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAVE & EXCEPT HOWEVER, THE WEST 450 FEET THEREOF AS DESCRIBED IN VOLUME 1877, PAGES 717, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S1700-02-047-0013-20 DATE OF JUDGMENT:DECEMBER 15, 2011 ADJUDGED VALUE: $245,376.00	EDINBURG CISD	$17,955.35	$51,301.00	**$5,130.80**
13	9/3/2013	T-2484-09-F CITY OF MCALLEN, MCALLEN INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS	THE NORTH 124.3 FEET OF LOT 1 BLOCK 2, RESUBDIVISION OF LOTS 15, AND 16, BLOCK 2, HAMMONDS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 3146, PAGE 708, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.	MCALLEN ISD	$18,600.05	$53,143.00	**$5,314.30**

		COLLEGE, ET AL VS. JAMES THEODORE ROBISON	ACCOUNT NO.: H0850-00-002-0015-32 DATE OF JUDGMENT: MAY 10, 2013 ADJUDGED VALUE: $53,143.00				
14	9/3/2013	T-1480-10-G WESLACO INDEPENDENT SCHOOL DISTRICT, CITY OF WESLACO AND SOUTH TEXAS COLLEGE, ET AL VS. HGE BUILDERS	TRACT 1: 0.5234 ACRE, MORE OR LESS, BEING LOT 3, HACIENDA ESTATES 2 SUBDIVISION SITUATED IN FARM TRACT 800, BLOCK 166, WEST TRACT SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 37, PAGE 25-B, MAP RECORDS OF HIDALGO COUNTY,TEXAS. ACCOUNT NO.: H036502000000300 DATE OF JUDGMENT: APRIL 9, 2013 ADJUDGED VALUE: $45,600.00	WESLACO ISD	$15,960.00	$45,600.00	**$4,560.00**
15	9/3/2013	T-1585-10-I HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #05, AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JOSE LUIS GARZA	DESCRIPTION: ALL OF LOT FIFTEEN (15) IN BLOCK SIX (6), LA CAMELLIA SUBDIVISION ADDITION "A", AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED MAY 22, 1986 FROM C.R. HALL TO JOSE LUIS GARZA, RECORDED ON MAY 27, 1986 IN VOLUME 2294, PAGE 676, REAL PROPERTY RECORDS, HIDALGO	LA JOYA ISD	$5,162.50	$14,750.00	**$1,475.00**

			COUNTY, TEXAS. ACCOUNT NO.: L065002006001500 DATE OF JUDGMENT: FEBRUARY 28, 2012 ADJUDGED VALUE: $11,063.00				
16	9/3/2013	T-1654-10-E HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 1, HIDALGO COUNTY ROAD DISTRICT #05 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. EVELYN RUTH LAPE	DESCRIPTION: A 0.35 ACRE TRACT OF LAND, MORE OR LESS, BEING THE WEST 100 FEET OUT OF THE EAST 2.00 ACRES OF THE WEST 3.00 ACRES OF THE SOUTH 4.70 ACRES OF LOT 123, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JULY 7, 1981 FROM REV. JAMES C. SHOUSE ET UX. TO EVELYN RUTH LAPE RECORDED IN VOLUME 1732, PAGE 957, DEED RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE WEST 1.0 ACRE THEREOF BEING MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JULY 31, 1984 AND RECORDED IN VOLUME 2016, PAGE 125, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B255000000012301 DATE OF JUDGMENT: AUGUST 23, 2012 ADJUDGED VALUE: $24,086.00	LA JOYA ISD	$8,430.10	$24,086.00	**$2,408.60**
17	9/3/2013	T-299-11-I HIDALGO COUNTY VS. PEDRO CADENA	TRACT 1: LOT 26, FLORES HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF	LA JOYA ISD	$18,774.00	$53,640.00	**$5,364.00**

			HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON AUGUST 11, 1992, VOLUME 3306, PAGE 748, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: F462000000002600 DATE OF JUDGMENT: JUNE 26, 2012 ADJUDGED VALUE: $55,364.00				
18	9/3/2013	T-383-11-I HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. MIGUEL DE LOS SANTOS A/K/A MIGUEL DE LAS SANTOS, INDIVIDUALLY AND D/B/A DLS A/K/A DLS PROPERTIES	TRACT 1: LOT 26, FLORES HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON AUGUST 11, 1992, VOLUME 3306, PAGE 748, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B240002007006300 DATE OF JUDGMENT: AUGUST 28, 2012 ADJUDGED VALUE: $50,922.00	LA JOYA ISD	$17,495.80	$49,988.00	**$4,998.80**
19	9/3/2013	T-610-11-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD	DESCRIPTION: TRACT 1: ALL OF LOT SEVENTEEN (17), J.O. SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT	LA JOYA ISD	$12,525.80	$35,788.00	**$3,578.80**

		DISTRICT #05 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. HUMBERTO LOPEZ	WARRANTY DEED RECORDED ON NOVEMBER 13, 1992, VOLUME 3366, PAGE 470, DOCUMENT NUMBER 292348, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: J183001000001700 DATE OF JUDGMENT: DECEMBER 8, 2011 ADJUDGED VALUE: $22,904.00				
20	9/3/2013	T-0257-12-J HIDALGO COUNTY VS. OSCAR GARCIA, ET AL	DESCRIPTION: ALL OF LOT 24, FLORES HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON APRIL 9, 1997, VOLUME 3566, PAGE 172, DOCUMENT NUMBER 589748, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS ACCOUNT NO.: F462000000002400 DATE OF JUDGMENT: FEBRUARY 21, 2013 ADJUDGED VALUE: $51,319.00	LA JOYA ISD	$17,630.20	$50,372.00	**$5,037.20**

EXHIBIT "C"

Hidalgo County Tax Resale
Exhibit "C"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Original Tax Sale Minimum Bid	Current Market Value (HCAD)	Proposed Minimum Bid
21	10/1/2013	T-488-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. AMERICA GARZA INDIVIDUALLY & AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROBERTO GARZA A/K/A ROBERTO GARZA, SR., (DECEASED), ET AL	TRACT 5: LOT 5, GARZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 62, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: G165500000000500 DATE OF JUDGMENT: JUNE 18, 2008 ADJUDGED VALUE: $10,370.00	LA JOYA ISD	$8,608.91	$13,118.00	**$4,591.30**

22	10/1/2013	T-488-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. AMERICA GARZA INDIVIDUALLY & AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROBERTO GARZA A/K/A ROBERTO GARZA, SR., (DECEASED), ET AL	TRACT 6: LOT 6, GARZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 62, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: G165500000000600 DATE OF JUDGMENT: JUNE 18, 2008 ADJUDGED VALUE: $10,307.00	LA JOYA ISD	$8,608.91	$13,118.00	**$4,591.30**
23	10/1/2013	T-488-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT,	TRACT 9: LOT 9, GARZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 62, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	LA JOYA ISD	$8,414.99	$13,118.00	**$4,591.30**

		HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. AMERICA GARZA INDIVIDUALLY & AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROBERTO GARZA A/K/A ROBERTO GARZA, SR., (DECEASED), ET AL	ACCOUNT NO.: G165500000000900 DATE OF JUDGMENT: JUNE 18, 2008 ADJUDGED VALUE: $10,307.00				
24	10/1/2013	T-488-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS.	TRACT 10: LOT 10, GARZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 62, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: G165500000001000 DATE OF JUDGMENT: JUNE 18, 2008 ADJUDGED VALUE: $9,370.00	LA JOYA ISD	$7,758.20	$11,925.00	**$4,591.30**

		AMERICA GARZA INDIVIDUALLY & AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROBERTO GARZA A/K/A ROBERTO GARZA, SR., (DECEASED), ET AL					
25	10/1/2013	T-488-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. AMERICA GARZA INDIVIDUALLY & AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROBERTO GARZA A/K/A ROBERTO GARZA, SR.,	TRACT 11: LOT 11, GARZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 62, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: G165500000001100 DATE OF JUDGMENT: JUNE 18, 2008 ADJUDGED VALUE: $9,370.00	LA JOYA ISD	$7,934.48	$11,925.00	**$4,173.75**

		(DECEASED), ET AL					
26	10/1/2013	T-039-05-C DONNA INDEPENDENT SCHOOL DISTRICT,SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS. ALBINO TORRES, ET AL	TRACT 1: LOT 19, BLOCK 4, SCHROEDER SUBDIVISION, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S215000004001900 TRACT 2: LOT 17, BLOCK 4, SCHROEDER SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S215000004001700 TRACT 3: IMPROVEMENTS ONLY SITUATED ON THE EAST 120 FEET OUT OF WEST 148.27 FEET OUT OF LOT 1, CLARK SUBDIVISION, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C540098000000101 DATE OF JUDGMENT: APRIL 18, 2013 ADJUDGED VALUE: TRACT 1: $46,121.00 ADJUDGED VALUE: TRACT 2: $9,900.00 ADJUDGED VALUE: TRACT 3: $12,533.00	DONNA ISD	$67,071.64	$68,554.00	**23,993.90**
27	10/1/2013	T-174-05-C LA JOYA INDEPENDENT SCHOOL DISTRICT,	THE SOUTH 5 ACRES, OF LOT 11, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 8, PAGE 57, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	LA JOYA ISD	$38,000.00	$42,500.00	**$14,875.00**

		HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS. ROSA MARIE GUERRA	ACCOUNT NO.: T220000010001100 DATE OF JUDGMENT: SEPTEMBER 11, 2008 ADJUDGED VALUE: $38,000.00				
28	10/1/2013	T-240-06-F CITY OF PALMVIEW, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT,SOUTH TEXAS COLLEGE AND HIDALGO COUNTY IRRIGATION DISTRICT # 06 VS. THE KNOWN AND UNKNOWN HEIRS OF JIMMY TANIKAWA, (DECEASED)	THE NORTH 2.00 ACRES, MORE OR LESS, OUT OF THE SOUTH 3.64 ACRES OF LOT 6, CITRALAND FARMS SUBDIVISION OF LOTS 7, 8 AND 9, TEXAS PRODUCE COMPANY'S SUBDIVISION OF LANDS OUT OF SHARE 14, PORCION 49, HIDALGO COUNTY, TEXAS; OF WHICH THE WEST 25 FEET LIES IN A 50 FOOT DEDICATED ROAD RIGHT-OF-WAY; AS DESCRIBED IN DEED DATED APRIL 14, 1977 FROM TASMOH CITRUS GROVES, INC. TO JIMMY TANIKAWA ETUX, IN VOLUME 1531, PAGE 651, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C450000000000610 DATE OF JUDGMENT: JANUARY 9, 2009 ADJUDGED VALUE: $43,440.00	LA JOYA ISD	$42,970.81	$75,648.00	**$26,476.80**
29	10/1/2013	T-2093-09-J HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL	DESCRIPTION: TRACT 1: THE NORTH ONE-HALF (N 1/2) OF LOT 28 OF THE VILLAGE OF LOS EBANOS, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE	LA JOYA ISD	$19,207.88	$27,640.00	**$9,674.00**

		DISTRICT VS. NIEVES DE LA GARZA	PARTICULARLY DESCRIBED IN THAT DEED DATED JANUARY 11, 1995, FROM JUANITA R. MUNOZ TO NIEVES DE LA GARZA, RECORDED IN DOCUMENT NO. 430210, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L585000000002800 DATE OF JUDGMENT: MAY 31, 2011 ADJUDGED VALUE: $27,640.00				
30	10/1/2013	T-2604-09-A DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. IVAN CAMARA	TRACT 1:THE WEST 125 FEET OF LOT 74, L. J. SUBDIVISION #1, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE #1310398, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L007001000007400 TRACT 2: L J #1 E50'-LOT 74 ACCOUNT NO.: L007001000007405 DATE OF JUDGMENT: FEBRUARY 1, 2011 ADJUDGED VALUE: TRACT 1: $18,494.00 ADJUDGED VALUE: TRACT 2:$9,360.00	DONNA ISD	$24,639.74	$28,548.00	**$9,991.80**
31	10/1/2013	T-1067-10-A HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JULIA RESENDEZ, ET. AL.	DESCRIPTION: ALL OF LOT 4, VALLE VISTA SUBDIVISION, AN ADDITION TO SULLIVAN CITY, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JULY 20, 2006 FROM MARIA G. SAMANIEGO TO JULIA RESENDEZ AND LUIS HUGO RESENDEZ, RECORDED IN DOCUMENT NO. 1642795, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: V089000000000400	LA JOYA ISD	$6,073.58	$15,835.00	**$5,542.25**

			DATE OF JUDGMENT: FEBRUARY 1, 2012 ADJUDGED VALUE: $16,366.00				
32	10/1/2013	T-1313-10-C PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, CITY OF SAN JUAN AND SOUTH TEXAS COLLEGE, ET AL VS. ALVA NYDIA DIAZ A/K/A ALVA DIAZ	A 1.0 ACRE TRACT, MORE OR LESS, OUT OF LOT 20, BLOCK 8, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED RECORDED IN VOLUME 1744, PAGE 365, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT 0.31 ACRE TRACT, MORE OR LESS, DESCRIBED IN DEED RECORDED IN VOLUME 1752, PAGE 681, DEED RECORDED OF HIDALGO COUNTY, TEXAS AND 0.38 ACRE TRACT, MORE OR LESS, DESCRIBED IN DEED RECORDED IN VOLUME 1776, PAGE 742, DEED RECORDS OF HIDALGO COUNTY, TEXAS, LEAVING A RESIDUE OF 0.31 ACRES TRACT, MORE OR LESS, AND CARRIED ON THE APPRAISAL ROLL AS THE WEST 60 FEET OF THE EAST 313.6 FEET OF THE SOUTH 225 FEET OF THE NORTH 601.4 FEET OUT OF LOT 20, BLOCK 8, JOHN CLOSNER SUBDIVISION AND A/K/A THE WEST 60 FEET OF THE EAST 120 FEET OF TRACT 15. ACCOUNT NO.: J570000008002017 DATE OF JUDGMENT: MARCH 11, 2013 ADJUDGED VALUE: $26,817.00	PSJA ISD	$26,817.00	$26,817.00	**$9,385.95**
33	10/1/2013	T-1401-11-H HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT	DESCRIPTION: TRACT 1: LOT 10, LA AURORA SUBDIVISION, BEING A SUBDIVISION OF A 6.48 ACRE TRACT OF LAND OUT OF THE SOUTHEAST PART OF TRACT 253, PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME	LA JOYA ISD	$29,958.00	$25,211.00	**$8,823.85**

		VS. RAMON S. GARCIA, ET AL	22, PAGE 117, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS LA AURORA LOT 10. ACCOUNT NO.: L037000000001000 DATE OF JUDGMENT: OCTOBER 23, 2012 ADJUDGED VALUE: $25,958.00				
34	10/1/2013	T-0726-12-E EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. CINDY RUBALCABA	LOT 28, LOMA BONITA SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 14-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L518000000002800 DATE OF JUDGMENT: MARCH 26, 2013 ADJUDGED VALUE: $26,220.00	EDINBURG CISD	$25,341.84	$26,220.00	**$9,177.00**
35	10/1/2013	T-2506-12-G EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. LARRY HANEY, ET AL	2.16 ACRES, MORE OR LESS BEING TRACT 'H', OUT OF LOT 5, BLOCK 99, MISSOURI-TEXAS LAND AND IRRIGATIONS COMPANY'S SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS AS DESCRIBED IN CLERK'S FILE #333535, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M550000099000521 DATE OF JUDGMENT: JUNE 26, 2013 ADJUDGED VALUE: $32,650.00	EDCOUCH-ELSA ISD	$20,439.64	$32,625.00	**$11,418.75**
36	11/5/13	T-548-98-B MCALLEN	LOT 3, AND 4, BLOCK 3, COLONIA INDEPENDENCIA, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY,	MCALLEN ISD	$15,000.00	$15,000.00	**$5,250.00**

		INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL VS. PABLO MORIN (DECEASED), ET AL	TEXAS, AS DESCRIBED IN VOLUME 1254, PAGE 425, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C725000003000300 DATE OF JUDGMENT: JANUARY 16, 2013 ADJUDGED VALUE: $15,000.00				
37	11/5/13	T-417-03-C LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. MARIANO L. VILLAREAL, ET AL	SOUTH 2.38 ACRES, MORE OR LESS, OF LOT 127 LOS EJIDOS DE REYNOSA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK'S OFFICE, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L605000000012710 DATE OF JUDGMENT: OCTOBER 23, 2007 ADJUDGED VALUE: $13,423.00	MCALLEN ISD	$13,423.00	$8,330.00	**$2,915.50**
38	11/5/13	T-433-03-A LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENNEDY COUNTY	SHARE 2, PARTITION OF THE ESTATE OF DON ANACIANO CERDA, BEING ALL OF TRACTS 64, 71 & 72, SHARE 17, OF LOS EJIDOS DE REYNOSA VIEJO GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN VOLUME 13, PAGE 32, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	LA JOYA ISD	$13,131.00	$32,055.00	**$11,219.25**

		EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. BLAS CERDA, ET AL	ACCOUNT NO.: L605000000006402 DATE OF JUDGMENT: APRIL 7, 2005 ADJUDGED VALUE: $13,131.00				
39	11/5/13	T-536-05-E LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS. DANIEL GARZA, ET AL	LOT 50, MATA SUBDIVISION, UNIT 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 38, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M167002000005000 DATE OF JUDGMENT: AUGUST 16, 2007 ADJUDGED VALUE: $51,345.00	LA JOYA ISD	$39,636.72	$46,529.00	**$16,285.15**
40	11/5/13	T-211-08-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, LA JOYA INDEPENDENT SCHOOL DISTRICT AND HIDALGO-KENEDY COUNTY EDUCATION DISTRICT #10	DESCRIPTION: LOT 54, SOUTH FORK SUBDIVISION, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 543606 OF THE REAL PROPERTY RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S426000000005400 DATE OF JUDGMENT: NOVEMBER 1, 2012 ADJUDGED VALUE: $18,719.00	LA JOYA ISD	$18,719.00	$18,719.00	**$6,551.65**

		VS. JUAN J. MALDONADO, ET AL					
41	11/5/13	T-1227-08-B HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. ERASMO PALACIOS, SR., ET AL	DESCRIPTION: 5 ACRES, MORE OR LESS, OUT OF THE SOUTH PARTS OF LOT 86 AND THAT PART OF LOT 87 LYING WEST OF THE CENTERLINE OF THE CANAL, HOMEVILLE ASSOCIATION SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED DATED SEPTEMBER 17, 1986 FROM ANN DEVELOPMENT, INC., FKA VENDADO, INC., TO ERASMO PALACIOS, SR., ET AL., RECORDED IN VOLUME 2347, PAGE 687, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; SAVE AND EXCEPT A 1 ACRE TRACT OF LAND, MORE OR LESS, DESCRIBED IN THAT DEED RECORDED IN DOC. NO. 873016, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LEAVING HEREIN A RESIDUE OF 4 ACRES, MORE OR LESS. ACCOUNT NO.: H425001000008700 DATE OF JUDGMENT: AUGUST 14, 2013 ADJUDGED VALUE: $35,624.00	LA JOYA ISD	$35,624.00	$35,624.00	**$12,468.40**
42	11/5/13	T-1046-09-C HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND LA JOYA INDEPENDENT SCHOOL VS.	DESCRIPTION: TRACT 1: LOT 28, HIDALGO-STARR SUBDIVISION UNIT 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JULY 14, 2000 FROM HIDALGO-STARR LAND AND CATTLE INVESTMENT, INC. TO MARTIN LIRA, ET. AL., RECORDED IN DOCUMENT NO. 900150, OFFICIAL RECORDS,	LA JOYA ISD	$18,452.88	$43,041.00	**$15,064.35**

		MARTIN LIRA, ET. AL.	HIDALGO COUNTY, TEXAS. ACCOUNT NO.: H247500000002800 DATE OF JUDGMENT: JUNE 11, 2013 ADJUDGED VALUE: $43,715.00				
43	11/5/13	T-1362-09-E DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA, SOUTH TEXAS COLLEGE AND DONNA WEEDY LOTS, ET AL VS. RAUL ORTIZ (DECEASED)	LOT 138, LUNAR HEIGHTS SUBDIVISION, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 22, PAGE 90, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L672500000013800 DATE OF JUDGMENT: AUGUST 20, 2013 ADJUDGED VALUE: $17,800.00	DONNA ISD	$17,800.00	$17,800.00	**$6,230.00**
44	11/5/13	T-1476-09-E DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. FRANCISCA FLORES, ET AL	LOT 36, LJ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE #459101, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L007001000003600 DATE OF JUDGMENT: AUGUST 20, 2013 ADJUDGED VALUE: $11,513.00	DONNA ISD	$11,513.00	$11,513.00	**$4,029.55**
45	11/5/13	T-2358-09-E DONNA INDEPENDENT SCHOOL DISTRICT AND	LOT 9, BLOCK 4, TIERRA BELLA, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 2092, PAGE 3, DEED RECORDS OF HIDALGO COUNTY, TEXAS ACCOUNT NO.: T470000004000900	DONNA ISD	$20,375.00	$20,375.00	**$7,131.25**

		SOUTH TEXAS COLLEGE, ET AL VS. ROLANDO YANEZ, ET AL	DATE OF JUDGMENT: AUGUST 20, 2013 ADJUDGED VALUE: $20,375.00				
46	11/5/13	T-0076-12-D LA JOYA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. ANGELA R. FLORES	0.93 ACRE, MORE OR LESS, BEING LOT 2, VILLAGE OF LOS EBANOS, HIDALGO COUNTY, TEXAS, AS DESCRIBED, AS SHARE 152, IN VOLUME 146, PAGE 28, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L585000000000200 DATE OF JUDGMENT: FEBRUARY 7, 2013 ADJUDGED VALUE: $19,014.00	LA JOYA ISD	$19,014.00	$19,014.00	**$6,654.90**
47	11/5/13	T-0961-12-I LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF PALMVIEW AND SOUTH TEXAS COLLEGE, ET AL VS. HILDA LEAL, A/K/A HILDA MARIA LEAL A/K/A MARIA LEAL A/K/A MARIA H. LEAL A/K/A MARIA HILDA WEAL	1.13 ACRES, MORE OR LESS, OUT OF LOTS 8 AND 9, BLOCK 2, MISSION GROVE ESTATES, HIDALGO COUNTY, TEXAS, SAID 1.13 ACRES DESCRIBED IN DEED DATED OCTOBER 27, 1981 FROM OSCAR FLORES AND WIFE MATILDE FLORES TO HILDA LEAL, RECORDED IN VOLUME 1753, PAGE 148, DEED RECORDS OF HIDALGO COUNTY, TEXAS ; SAVE AND EXCEPT HOWEVER, 0.037 ACRE, MORE OR LESS, DESCRIBED IN DEED DATED MAY 26, 2004 FROM HILDA LEAL TO THE STATE OF TEXAS, RECORDED IN DOCUMENT NO. 1359332, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, LEAVING HEREIN A RESIDUE OF 1.093 ACRE, MORE OR LESS. ACCOUNT NO.: M500000002000810 DATE OF JUDGMENT: AUGUST 15, 2013 ADJUDGED VALUE: $116,231.00	LA JOYA ISD	$26,963.86	$116,231.00	**$40,680.85**

48	11/5/13	T-1288-12-E DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA, AND SOUTH TEXAS COLLEGE, ET AL VS. RAMIRO MORIN, JR., ET AL	LOT 89, VILLA DONNA, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 23, PAGE 134, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: V359000000008900 DATE OF JUDGMENT: AUGUST 20, 2013 ADJUDGED VALUE: $20,940.00	DONNA ISD	$20,940.00	$20,940.00	**$7,329.00**
49	11/5/13	T-0229-13-A MONTE ALTO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. JUANITA RODRIGUEZ, A/K/A JUANITA DELEON RODRIGUEZ A/K/A JUANITA D. RODRIGUEZ, ET AL	LOT 1, JUANITA SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 29, PAGE 9A, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: J850000000000100 DATE OF JUDGMENT: JULY 31, 2013 ADJUDGED VALUE: $39,669.00	MONTE ALTO ISD	$39,669.00	$39,669.00	**$13,884.15**
50	12/3/13	T-838-01-E LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY	LOT 100, VALLE VISTA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 23, PAGE 136, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. V0890-00-000-0100-00) ACCOUNT NO.: V0890-00-000-0100-00 DATE OF JUDGMENT: DECEMBER 14,	LA JOYA ISD	$36,389.89	$28,265.00	**$9,892.75**

		EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. ALFREDO GARCIA, A/K/A ALFREDO GARCIA, JR., ET AL	2006 ADJUDGED VALUE: $37,338.00				
51	12/3/13	T-1151-07-D CITY OF MISSION VS. MARIO RAMIREZ AND NOELIA RAMIREZ	ALL OF LOT 4, BLOCK 23, TIERRA DORADA SUBDIVISION, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS (ACCOUNT NO. T5250-00-023-0004-00). ACCOUNT NO.: T5250-00-023-0004-00 DATE OF JUDGMENT: OCTOBER 23, 2008 ADJUDGED VALUE: $9,540.00	LA JOYA ISD	$9,540.00	$12,000.00	**$4,200.00**
52	12/3/13	T-091-09-E CITY OF LA JOYA AND SOUTH TEXAS COLLEGE, ET AL VS. CRISELDA T. GARZA A/K/A CRISELDA TIJERINA GARZA	ACCT. NO. P2750-01-000-0013-00; LOT 13, PALM SHORE DRIVE SUBDIVISION, AMENDED, AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE #898113, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: P2750-01-000-0013-00 DATE OF JUDGMENT: MARCH 26, 2013 ADJUDGED VALUE: $19,727.00	LA JOYA ISD	$19,727.00	$19,727.00	**$6,904.45**

53	12/3/13	T-1052-09-A HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. ALONZO GARZA	DESCRIPTION: TRACT 1: LOT FORTY-NINE (49), MATA SUBDIVISION UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 38, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED AUGUST 19, 1994 FROM ISMAEL VELA, JR. TO ALONZO GARZA, RECORDED IN DOCUMENT NO. 404496, OFFICIAL RECORDS, HIDLGO COUNTY, TEXAS. ACCOUNT NO.: M167002000004900 DATE OF JUDGMENT: JANUARY 19, 2011 ADJUDGED VALUE: $14,113.00	LA JOYA ISD	$11,561.99	$14,113.00	**$4,939.55**
54	12/3/13	T-1293-09-F MCALLEN INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL VS. SAN JUANITA MARTINEZ, ET AL	ACCT. NO. C7500-03-000-0001-00; LOT 1, COLONIA MCALLEN NO. 3 ADDITION, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 19, PAGE 57, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C7500-03-000-0001-00 DATE OF JUDGMENT: NOVEMBER 18, 2010 ADJUDGED VALUE: $31,402.00	MCALLEN ISD	$18,648.85	$31,170.00	**$10,909.50**
55	12/3/13	T-364-10-A	DESCRIPTION: LOT 14, BLOCK 35, A.C. CARLSON SUBDIVISION, AN ADDITION	EDCOUCH-ELSA ISD	$29,042.00	$29,452.00	**$10,308.20**

		HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 VS. MAXIMINO CORTEZ, ET. AL.	TO THE CITY OF ELSA, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED MAY 2, 1962 FROM L.C. OLIVAREZ TO MAXIMINO CORTEZ, RECORDED IN VOLUME 1369, PAGE 779, DEED RECORDS, HIDALGO COUNTY, TEXAS. LOT 15, BLOCK 35, A.C. CARLSON EDINBURG SUBDIVISION, AN ADDITION TO THE CITY OF ELSA, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JANUARY 27, 1958 FROM HECTOR GONZALEZ, ET . UX. TO MAXIMINO CORTEZ, RECORDED IN VOLUME 908, PAGE 248, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C180000035001400 DATE OF JUDGMENT: NOVEMBER 14, 2012 ADJUDGED VALUE: $29,042.00				
56	12/3/13	T-865-10-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1	DESCRIPTION: TRACT 1: THE SOUTH 5.00 ACRES OF LOT 5 BLOCK 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN DOCUMENT NUMBER 1173823, OFFICIAL RECORDS, HIDALGO	EDINBURG CISD	$37,823.44	$51,480.00	**$18,018.00**

		AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 VS. THELMA VASQUEZ, ET AL	COUNTY, TEXAS AND CARRIED ON THE TAX ROLLS AS SANTA CRUZ GARDENS #2 S726' LOT 5 BLK 40 5.0AC GR 4.29AC NET. ACCOUNT NO.: S170002040000511 DATE OF JUDGMENT: MAY 30, 2012 ADJUDGED VALUE: $88,494.00				
57	12/3/13	T-1289-10-A HIDALGO COUNTY AND CITY OF LA JOYA VS. HUMBERTO MENDIOLA, A/K/A UMBERTO MENDIOLA, ET. AL.	DESCRIPTION: TRACT 1: LOT 9, BLOCK 3, KING RANCH SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED AUGUST 4, 1975 FROM FRANCISCO FLORES TO HUMBERTO MENDIOLA, RECORDED ON JANUARY 29, 1976 IN VOLUME 1471 PAGE 128, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: K600001003000900 DATE OF JUDGMENT: AUGUST 7, 2013 ADJUDGED VALUE: $11,700.00	LA JOYA ISD	$11,032.71	$11,700.00	**$4,095.00**
58	12/3/13	T-1289-10-A HIDALGO COUNTY AND CITY OF LA JOYA VS. HUMBERTO MENDIOLA,	DESCRIPTION: TRACT 2: LOT 2, BLOCK 4, KING RANCH SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT	LA JOYA ISD	$11,700.00	$11,700.00	**$4,095.00**

		A/K/A UMBERTO MENDIOLA, ET. AL.	DEED DATED AUGUST 18, 1975 FROM ALFREDO YBARRA TO HUMBERTO MENDIOLA, RECORDED ON AUGUST 22, 1975 IN VOLUME 1454 PAGE 198, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: K600001004000200 DATE OF JUDGMENT: AUGUST 7, 2013 ADJUDGED VALUE: $11,700.00				
59	12/3/13	T-1289-10-A HIDALGO COUNTY AND CITY OF LA JOYA VS. HUMBERTO MENDIOLA, A/K/A UMBERTO MENDIOLA, ET. AL.	DESCRIPTION: TRACT 3: LOT 6, BLOCK 13, LAKEVIEW SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED NOVEMBER 24, 1975 FROM GUADALUPE RUIZ AND ANITA P. RUIZ TO HUMBERTO MENDIOLA, RECORDED ON JANUARY 29, 1976 IN VOLUME 1471 PAGE 127, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L255002013000600 DATE OF JUDGMENT: AUGUST 7, 2013 ADJUDGED VALUE: $18,200.00	LA JOYA ISD	$15,172.86	$1,820.00	**$6,370.00**
60	12/3/13	T-456-11-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1,	DESCRIPTION: TRACT 1: THE EAST HALF OF LOT 16, LOS TERRAZOS SUBDIVISION, HIDALGO COUNTY, TEXAS , ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE	EDINBURG CISD	$36,172.95	$56,501.00	**$19,775.35**

		HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3, AND HIDALGO COUNTY ROAD DISTRICT #15 VS. E. J. SALDANA	PARTICULARLY DESCRIBED IN THAT WARRANTY DEED DATED FEBRUARY 27, 1998 FROM ROBERT M. CARAVEO TO E. J. SALDANA, RECORDED ON FEBRUARY 27, 1998 IN DOCUMENT NUMBER 658356, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L640000000001601 DATE OF JUDGMENT: MARCH 15, 2012 ADJUDGED VALUE: $55,619.00				
61	12/3/13	T-639-11-H HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JOSE ANGEL RENTERIA	TRACT1: LA HERMOSA SUBDIVISION, LOT TWENTY-ONE (21), BEING A RESUBDIVISION OF A 8.50 ACRE PARCEL IN TRACTS 248 AND 253, OF THE PARTITION OF PORCIONES 38, 39, AND 40, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED WITH VENDOR'S LIEN RECORDED ON JULY 7, 1988 IN VOLUME 2620, PAGE 648, DOCUMENT NUMBER 73223, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L106500000002100 DATE OF JUDGMENT: DECEMBER 6, 2011 ADJUDGED VALUE: $38,317.00	LA JOYA ISD	$13,417.43	$51,381.00	**$17,983.35**
62	12/3/13	T-1632-11-J EDINBURG	ACCT. NO. K2400-00-000-0064-00; 2.00 ACRES, MORE OR LESS, BEING A PORTION OF LOT 64, KELLY-PHARR	EDINBURG CISD	$336,558.46	$75,254.00	**$26,338.90**

		CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. JOSE VITELA	SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED DATED SEPTEMBER 29, 1982, FROM PILAR M. VITELA TO JOSE VITELA, IN VOLUME 1809, PAGE 682, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: K2400-00-000-0064-00 DATE OF JUDGMENT: MAY 30, 2013 ADJUDGED VALUE: $75,254.00				
63	12/3/13	T-1966-11-G DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA AND SOUTH TEXAS COLLEGE, ET AL VS. CARLOTA Z. CACERES, ET AL	ACCT. NO. D6800-00-002-0010-00; LOTS 10, AND 11, BLOCK 2, ORIGINAL TOWNSITE, CITY OF DONNA, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1334, PAGE 335, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: D6800-00-002-0010-00 DATE OF JUDGMENT: AUGUST 6, 2013 ADJUDGED VALUE: $47,737.00	DONNA ISD	$47,737.00	$45,053.00	**$15,768.55**
64	12/3/13	T-0653-12-J LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF SULLIVAN, AND SOUTH TEXAS COLLEGE, ET AL VS. ROSA IMELDA GARZA, ET AL	ACCT. NO. F4620-00-000-0027-00; LOT 27, FLORES SUBDIVISION, A SUBDIVISION TO HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 26, PAGE 196, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: F462000000002700 DATE OF JUDGMENT: MAY 30, 2013 ADJUDGED VALUE: $28,777.00	LA JOYA ISD	$28,777.00	$27,944.00	**$9,780.40**

65	12/3/13	T-1384-12-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 VS. ALBERTO LUIS GARCIA A/K/A ALBERTO L. GARCIA, ET AL	TRACT 1: GEO: T210000235000417 PROPERTY CODE: T2100-00-235-0004-23 DESCRIPTION: A 1.83 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE EAST 121 FEET OF THE WEST 847 FEET OF THE SOUTH 590 FEET OF THE NORTH 990 FEET, ALL IN LOT 4, SECTION 235, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY OF LANDS IN HIDALGO COUNTY, TEXAS, EXCEPT THE NORTH 1/2 ACRE THEREOF, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ACROSS SAID NORTH 1/2 ACRE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS TEX-MEX SURVEY E21'-W847'-N400' & E121'-W847'-S590'-N990' LOT 4 SEC 235 1.83 AC NET. ACCOUNT NO.: T2100-00-235-0004-17 ACCOUNT NO.: T2100-00-235-0004-23 DATE OF JUDGMENT: NOVEMBER 27, 2012 ADJUDGED VALUE: $71,665.00 ADJUDGED VALUE: $330.00	EDINBURG CISD	$33,059.55	$71,665.00	**$25,082.75**
66	12/3/13	T-1638-12-B HIDALGO COUNTY AND HIDALGO	DESCRIPTION: TRACT 1: ALL OF LOT 24 AND THE WEST ½ OF LOT 25, BLOCK 8, RAMONA SUBDIVISION, IN THE CITY OF WESLACO, HIDALGO COUNTY,	WESLACO ISD	$12,938.00	$12,938.00	**$4,528.30**

		COUNTY DRAINAGE DISTRICT #1 VS. THE KNOWN AND UNKNOWN HEIRS OF ANGELA LOPEZ (DECEASED) AND ANY OTHER PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY, ET AL	TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 18, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R0650-00-008-0024-00 DATE OF JUDGMENT: JUNE 5, 2013 ADJUDGED VALUE: $12,938.00				
67	12/3/13	T-1638-12-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. THE KNOWN AND UNKNOWN HEIRS OF ANGELA LOPEZ (DECEASED) AND ANY OTHER PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY, ET AL	DESCRIPTION: TRACT 2: THE EAST ½ OF LOT 25 AND ALL OF LOT 26, BLOCK 8, RAMONA SUBDIVISION, IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 18, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R0650-00-008-0025-00 DATE OF JUDGMENT: JUNE 5, 2013 ADJUDGED VALUE: $21,865.00	WESLACO ISD	$13,126.81	$21,647.00	**$7,576.45**
68	12/3/13	T-1710-12-D HIDALGO COUNTY,	DESCRIPTION: TRACT 1: ALL OF LOT 10, GREEN VALLEY ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR	DONNA ISD	$37,578.74	$47,290.00	**$16,551.50**

		HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 AND HIDALGO COUNTY ROAD DISTRICT #15 VS. OMAR R. CURA A/K/A OMAR CURA, ET AL	PLAT THEREOF RECORDED IN VOLUME 19, PAGE 171, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: G7700-00-000-0010-00 DATE OF JUDGMENT: FEBRUARY 7, 2013 ADJUDGED VALUE: $47,290.00				
69	12/3/13	T-1996-12-G DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA AND SOUTH TEXAS COLLEGE, ET AL VS. ENRIQUE MARTINEZ	ACCT. NO. T5440-00-000-0069-00; LOT 69, TIERRA VICTORIA SUBDIVISION, A SUBDIVISION IN THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE #698828, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: T5440-00-000-0069-00 DATE OF JUDGMENT: AUGUST 15, 2013 ADJUDGED VALUE: $15,407.00	DONNA ISD	$15,407.00	$15,407.00	**$5,392.45**
70	12/3/13	T-2268-12-I EDCOUCH - ELSA INDEPENDENT SCHOOL DISTRICT, CITY OF EDCOUCH AND SOUTH TEXAS COLLEGE, ET AL VS.	ACCT. NO. F5100-00-000-0006-03; THE SOUTH 1/2 OF THE WEST 1.00 ACRE OF LOT 6, CYNTHIA LEE FORD ADDITION, AN ADDITION TO THE CITY OF EDCOUCH, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1884, PAGE 698, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: F5100-00-000-0006-03	EDCOUCH-ELSA ISD	$27,557.00	$27,557.00	**$9,644.95**

		ORLANDO P. GARCIA, AKA ORLANDO GARCIA	DATE OF JUDGMENT: AUGUST 15, 2013 ADJUDGED VALUE: $27,55700				
71	12/4/2012	T-2225-09-D MCALLEN INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL VS. MARIA CAYETANA CARRIAGA DE GONZALEZ AKA CAYETANA C. GONZALEZ	ACCT. NO. G9400-00-005-0024-00; LOT 24, BLOCK 5, O. GUERRA ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS AS DESCRIBED IN CLERK'S FILE #1288140, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: G9400-00-005-0024-00 DATE OF JUDGMENT: FEBRUARY 24, 2011 ADJUDGED VALUE: $8,900.00	MCALLEN ISD	$8,860.00	$8,900.00	**$3,115.00**



Tax Resale Bid

for Account Number
K2400-00-000-0181-09

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
956-631-4026
www.pbfcm.com

February 2014

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 25th day of February, 2014, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded to resell property described as on Exhibit "D" attached hereto, which was acquired through tax foreclosure proceedings. The property is being sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bid received on the property described in the attached Exhibit "D" and authorizes the County Judge of Hidalgo County, Texas to execute a tax resale deed conveying the approved property.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this _____ day of _____, 2014.

_____
Ramon Garcia
County Judge
Hidalgo County

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “D”

(Tax Resale Properties)

RESOLUTION OF THE BOARD OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

On the 25th day of February, 2014, at the regularly scheduled meeting of the Board of Hidalgo County Drainage District No. 1, a motion was duly made and seconded to resell property described on Exhibit "D" attached hereto, which was acquired through tax foreclosure proceedings. The property is being sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the Chairman of the Board called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bid received on the property described in the attached Exhibit "D" and authorizes the Chairman of the Board to execute tax resale deed conveying the approved property.

SIGNED on this _____ day of _____, 2014.

_____
Ramon Garcia
County Judge
Hidalgo County

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “D”

(Tax Resale Property)

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

EXHIBIT D

HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST.
T-749-03-B	1.00 acre, more or less, out of the southwest corner of Lot 181, Kelly Pharr Subdivision	K2400-00-000-0181-09	$65,000.00	$10,669.50	$2,371.00

LINEBARGER

ANALYSIS OF WRITTEN BID RECEIVED FOR STRUCK-OFF PROPERTY

STYLE OF CASE: T-749-03-B; PHARR-SAN JUAN-ALAMO I.S.D., CITYOF PHARR, CITY OF SAN JUAN, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS MELODY CAWTHORN

LEGAL DESCRIPTION: 1.00 acre, more or less, out of the southwest corner of Lot 181, Kelly Pharr Subd. of Porciones 69 and 70
Account No. K2400-00-000-0181-09

PROPERTY LOCATION: 701 S. Ironwood St.

JUDGMENT DATE: February 13, 2013

DATE OF TAX SALE: May 7, 2013

YEARS IN JUDGMENT: 1982-2012

SHERIFF'S DEED RECORDED: July 16, 2013

AMOUNT OF JUDGMENT: $165,491.20

COSTS OF SALE: $5,725.00

AMOUNT OF BID: $65,000.00

CURRENT APPRAISED VALUE: $146,361.00

VALUE AT JUDGMENT: $146,361.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$80,058.22	48%	$28,452.00
South Texas I.S.D.	$2,595.34	2%	$1,185.50
South Texas College	$5,153.79	3%	$1,778.25
City of Pharr	$41,196.25	25%	$14,818.75
Hidalgo County	$30,596.30	18%	$10,669.50
Hidalgo Co. Drain Dist. No. 1	$5,891.30	4%	$2,371.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: St. Jude Thaddeus Catholic Church

LINEBARGER


01/07/2014


01/07/2014


01/07/2014

AI-43296 **Comm. Court Executive Office 6. G.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cancellation/termination of appointment of Luciano Garza as volunteer intern

BACKGROUND

Ref AI- 43217 CC approved 2/18/2014.

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 01:14 PM
Obdett Calzada	Obdett Calzada	02/21/2014 03:27 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/21/2014 09:59 AM

Final Approval Date: 02/21/2014

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

Internship

From : Stan Ramos <stan.ramos@co.hidalgo.tx.us> Fri, Feb 21, 2014 08:52 AM

Subject : Internship

To : Sylvia Rios <sylvia.rios@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Reply To : Stan Ramos <stan.ramos@co.hidalgo.tx.us>

Sylvia,
I called Mr. Luciano Garza III in reference to his incomplete application for internship with County I left a message on his cell phone to contact the Human Resources Dept. Mr. Garza called back to our office today 2-21-14 @ 8:28am and informed me that he had opted out of the internship.

Stan Ramos ,Administrator Operations Coordinator IV
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
O-(956) 292-7655
F-(956) 292-7034
stan.ramos@co.hidalgo.tx.us

AI-43223 **Constables 7. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Constable Celestino Avila Jr. **Submitted By:** Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 (1284) LBSP:
1. Authorization and Approval to accept the Local Border Security Program FY 2014 (LBSP-14) Grant award no. LBSP-14-0028
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program Fy2014 (LBSP-14)
5. Approval to appropriate funds from the LBSP-14 grant award in the amount of $46,000.00

BACKGROUND

1. Authorization to apply for LBSP-14 (AI#41889) approved by Commissioners' Court on 11/26/13.
2. SAA Award Number: LBSP-14-0028
3. Grant Period: February 12, 2014 to August 31, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-291-080-4-XXX

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

BUDGETARY IMPACT:

See appropriation for funding source and availability of funds. Grant covers overtime and FICA expenses only.

Acct#4-1284-334-10-291-080-4-000 Constable Pct.1 LBSP Revenues

Expenses relating to Health Insurance, Life Insurance, Retirement, Unemployement Comp, and Workmans Comp assigned to the overtime hours are to be charged to the Constable Pct. 1 general fund budget, acct# 4-1100-421-00-291-001-0-XXX

Attachments

Award Letter
Grant Award
cert of rev
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 02:59 PM

Purchasing Department Monica Badillo 02/21/2014 04:30 PM

Form Started By: Raul Lozano Jr. Started On: 02/18/2014 10:48 AM

Final Approval Date: 02/21/2014

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
MANNY FLORES
STEVEN P. MACH
RANDY WATSON

February 12, 2014

Dear Authorized Official,

Attached are FY2014 Local Border Security Program (LBSP) grant award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions at the top of the first page of the Terms and Conditions, and return all documents as instructed below to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) **no later than March 31, 2014**.

The Grant Recipient Agreement (GRA) which includes the Grant Award, the Terms and Conditions, and attached Exhibits must be filled out, and signed by the person identified (Authorized Official) on the grant award. Signature by anyone else will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Grantee. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award unless the letter indicates otherwise.

Return GRA via E-mail

The FY2014 GRA documents should be returned via email to SAA-LBSP@dps.texas.gov by the date indicated above. Please title the subject line of your email "LBSP" and name of jurisdiction (i.e. LBSP El Paso, City of). Submit the executed (signed) GRA (including a signed Award and the signed Terms and Conditions) as an attachment to the email using the same naming convention (i.e. LBSP Hidalgo County.pdf).

Please retain the original copy of each document submitted to the THSSAA for your records. The grant awards may be withdrawn if all required documents are not completed and submitted to the THSSAA within the deadline established above.

FY2014 LBSP Key Dates

February 12, 2014	Date award Issued to Grantees
March 31, 2014	Deadline for signed Grant Recipient Agreement (GRA) to be returned to the SAA
August 31, 2014	End of Grantee's performance period
October 15, 2014	Liquidation Date (Final invoices/reimbursement requests are due to the THSSAA)

If you have any questions regarding the LBSP grant, please contact Sherry Saba at 512-377-0024.

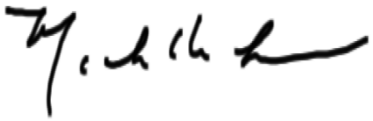
Sincerely,

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency

2014 Recipient Grant Award

Sub-Recipient Name:	Hidalgo County Constable PCT 1
Sub-Recipient Authorized Official and Address:	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
SAA Award Number:	LBSP-14-0028
Amount of Grant:	$ 46,000.00
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 12, 2014 **To:** August 31, 2014
Date of Grant Award	February 12, 2014
Program Title:	Local Border Security Program FY 2014 (LBSP-14)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

Sub-Recipient Acceptance: **I have read, understood and agree to this Grant Recipient Agreement consisting of this Award and the attached Terms & Conditions.**	
AWARDING AGENCY APPROVAL	RECIPIENT GRANT ACCEPTANCE
	
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	Printed Name: Title:
Date: February 12, 2014	Date:
The signed Award with Terms and Conditions must be returned to SAA-LBSP@dps.texas.gov on or before this **Grant Acceptance Due Date**: March 31, 2014	

2014 TERMS AND CONDITIONS

Instructions:

The Recipient shall:

1. *Fill in the information and sign the Grant Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A and B 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-LBSP@dps.texas.gov** on or before the date provided in the transmittal letter and/or in this Grant.*

1. Grant Recipient Agreement

This Grant Recipient Agreement (consisting of this 2014 Grant 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 "Recipient" or "Grantee." Furthermore, DPS/THSSAA and the Recipient are collectively hereinafter referred to as the "Parties." This Grant Recipient Agreement, or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Recipient Award.

The FY 2014 Local Border Security Program, hereinafter referred to as "LBSP-14," is funded by the Eighty-third Texas Legislature, Regular Session 2013, Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act. The Texas Legislature has appropriated funds for:

a. Overtime and operational costs for increased patrol and investigative capacity for certified peace officers along with other law enforcement support personnel (i.e., Communications Officers/Dispatchers, Jailers); and

b. Certain operational costs incurred as part of these overtime patrols and investigations, such as fuel/mileage and additional costs for minor emergency repairs, such as tire repair, fan belt replacement for vehicles or equipment being used in the program operations (limited to a maximum of $150.00 per incident).

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

2. Overview and Performance Standards

All allocations and use of funds under this Grant must be in accordance with and shall comply with all provisions of the "Local Border Security Program Guide, FY 2014 (LBSP-14)" dated November 8, 2013, which is incorporated by reference herein. Recipient shall read, understand and by signature accept all terms of the Program Guide and these Terms and Conditions as binding.

Standard of Performance. Recipient shall perform all activities and projects which were approved by DPS/THSSAA. Any change to a project shall receive prior written approval by DPS/THSSAA. Recipient shall perform all activities in accordance with all terms and conditions, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Certifications, hereinafter referred to as "**Exhibit A**"
2. Assurances, hereinafter referred to as "**Exhibit B**"

TXDPS PPP-1 #DIR201401131532

3. Failure to Perform

In the event Recipient fails to comply with any and all required conference calls, meetings, financial reporting requirements, or any requirement of this Grant, in addition to the remedies specified in this Grant, Recipient is liable to DPS/THSSAA for the amount not to exceed the award amount of this Grant and may be barred from applying and receiving additional DPS/THSSAA grant program funds or any other program funds administered by DPS/THSSAA until repayment is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional grant programs administered by DPS/THSSAA.

4. Funding Obligations

A. DPS/THSSAA will not be liable to Recipient for any costs incurred by 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 Recipient Award.

C. DPS/THSSAA will not be liable to Recipient for any cost incurred prior to execution of this Grant.

D. Recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Recipient or that DPS/THSSAA determines has not been spent by 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. Recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, 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 LBSP-14. DPS/THSSAA will not be liable to Recipient for costs which exceed the amount specified in this Grant.

5. Performance Period

The performance period for this Grant is listed on the Grant 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. Recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices to DPS/THSSAA by the end of the performance period. DPS/THSSAA will not be obligated to reimburse expenses incurred or submitted after the performance period.

6. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DPS/THSSAA program legislation, DPS/THSSAA program guidelines, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. State of Texas Uniform Grant Management Standards as developed under the authority of Chapter 783, Texas Government Code

2. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule)

B. Cost Principles

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

2. OMB Circular A-133, Audits of State, Local Governments and Non-Profits

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C. Audit Requirements

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

D. Grant Guidance

The "Local Border Security Program Guide FY 2014 (LBSP-14)," available at
http://www.txdps.state.tx.us/director_staff/saa/2014LBSPGrantInfo.htm

7. State Requirements for Grants

Recipient shall comply with all 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. 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.

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 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 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 Recipient timely completes and files its reports.

8. Restrictions and General Conditions

A. Use of Funds. DPS/THSSAA grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the 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, State funds may not be used to sue the State of Texas or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of State Legislature, an officer or employee of the State Legislature, or an employee of a Member of the State Legislature in connection with any State action concerning the award or renewal of any State contract, grant, loan, cooperative agreement. Tex. Gov't Code § 556.0055. Recipient shall not use any State 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.

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C. Transferring Funds. Recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) or between each year of this Grant

D. 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 Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below.

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

F. Points of Contacts. Within 30 calendar days of any change, Recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact.

G. DUNS Number. 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. If Recipient does not have a DUNS number, it may obtain one by calling 866/705-5711 or going to http://fedgov.dnb.com/webform.

H. Direct Deposit. If Recipient has not received LBSP 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 Recipient shall be emailed to SAA-LBSP@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. 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.

I. Procurements. Recipient shall comply with all applicable state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes state funds awarded under this Grant.

J. Use of DPS/THSSAA Seals and Non-Endorsement. Recipient shall obtain DPS/THSSAA's prior written approval before using its name, seal, logo, crest or reproductions. Funding of this Grant does not equate to endorsement of use of DPS/THSSAA's name.

K. Recipient shall submit the following reports:

1. Border Incident Assessment Report (BIAR): Recipient shall email, fax or hand deliver all BIARs to its supporting JOIC as soon as possible, but no later than 9:00 AM daily following each reporting period.

2 Steady State Report: Steady State activities are defined as normal patrol or investigative duties that do not use these Grant funds, but directly impact the overall LBSP mission. Recipient shall report this information to the Joint Operations and Intelligence Center.

3 Uniform Crime Reporting (UCR): Recipient shall submit UCR data to the Crime Records Division of the Texas Department of Public Safety on a monthly basis.

4 Criminal History Reporting: Recipient shall submit criminal history reporting data, including information on arrest, charges, and dispositions as required by Article 60 of the Texas Code of Criminal Procedure.

5 LBSP-14 Financial Reports. Recipient shall submit financial reports (reimbursement request) preferably on a monthly basis, but at least quarterly.

L. Unified Command (UC) Teleconferences/Meetings. Recipient shall participate in all scheduled UC teleconferences or meetings.

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M. Site Visits. DPS/THSSAA, through its authorized representative, has 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 DPS/THSSAA on the premises of Recipient or a contractor under this Grant, 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.

N. Americans with Disabilities Act of 1990. 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.

O. Public Dissemination of Sensitive Information. 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 Recipient without DPS/THSSAA prior written approval.

P. Security Concerns/Violations. Recipient shall inform the DPS/THSSAA's Deputy Assistant Director in writing within two (2) calendar days of 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 Recipient's security procedures, Recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

9. Monitoring

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Recipient's compliance with this Grant and of the adequacy and timeliness of Recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by 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.

10. Audit

Audit of State Funds. 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). 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. Recipient shall provide 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. Recipient shall permit DPS/THSSAA or its authorized representative to audit Recipient's records. Recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. 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. Recipient agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. 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 Recipient relating to this Grant.

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11. Retention and Accessibility of Records

Retention of Records. Recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to all applicable state and local laws, rules, and regulations, including but not limited to Tex. Loc. Gov't Code Ch. 203, UGMS §_.42, and this Grant. 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.

Access to Records. 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 Recipient pertaining to this Grant including records concerning the past use of DPS/THSSAA funds. Such rights to access shall continue as long as the records are retained by Recipient. 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. Recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. 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.

12. Legal Authority

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

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

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

13. Notice of Litigation and Claims

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

14. 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 Recipient, regardless of where the individual's actions or omissions occurred.

15. 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.

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16. Changes and Amendments

Modification. 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 Recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Recipient is not valid.

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

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA 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 in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Recipient as if written in this Grant.

Effect of Changes in State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in 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 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, Recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient's acceptance of the changes to this Grant.

17. 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.

18. Venue

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

19. Suspension

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

20. 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 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.

21. Enforcement

If 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 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 Recipient or more severe enforcement action by DPS/THSSAA;

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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 Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

The costs of Recipient resulting from obligations incurred by Recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA expressly authorizes them in the notice of suspension or termination or subsequently. Other 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 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 Recipient from being subject to "Debarment and Suspension" under E.O. 12549 or 44 C.F.R. §13.35.

22. Conflict of Interest

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

23. Closing of the Grant

A. DPS/THSSAA will close this Grant after receiving Recipient's final 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 Recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Recipient. If Recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Recipient shall return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.

B. At the completion of Recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds, which shall be returned to DPS/THSSAA, and will no longer available to Recipient once de-obligated.

C. The closeout of this Grant does not affect:

1. DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. 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 Recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

[Intentionally left blank]

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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 _____

Recipient Organization _____

_____ _____

Signature of Authorized Official Date

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EXHIBIT A

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - Recipient 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. Establishing a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. Recipient'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. Requiring each employee to be engaged in the performance of this 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 this Grant, the employee shall:
      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 calendar days after such conviction.
   E. Notifying DPS/THSSAA within ten calendar 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. 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 this section.

2. **LOBBYING –** Recipient 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 shall notify DPS/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 or sub-contracts at all tiers and will require all sub-recipients and subcontractors to certify accordingly.

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

Print Name of Authorized Official _____

Title _____

Recipient Organization _____

_____ _____
Signature of Authorized Official Date

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EXHIBIT B

ASSURANCES

As the duly authorized representative of Recipient, I certify that Recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of Recipient's governing body or of 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 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 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 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 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. 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 sub-agreements.
11. 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.
12. 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.
13. 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

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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).

14. Shall comply with all State of Texas tax laws and are solely responsible for filing all required state and federal tax forms.
15. Shall comply with all applicable requirements of all state laws, executive orders, regulations, and policies governing this program.
16 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/.
17. 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 B.

Print Name of Authorized Official _____

Title _____

Recipient Organization _____

_____ _____
Signature of Authorized Official Date

TXDPS PPP-1 #DIR201401131532

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

February 21, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety – Texas Homeland Security State Administrative Agency. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$46,000	Award No. LBSP-14-0028

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/24/14
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: February 21, 2014
DEPARTMENT HEAD: Constable Pct.1 Celestino Avila Jr.
DEPARTMENT NAME: Local Border Security Program FY2014(LBSP-14)
ACCOUNT NUMBER: 4-1284-421-00-291-080-4-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
4-1284-421-00-291-080-4-131	Const Pct 1 LBSP-OVERTIME PAY	42,481.00
4-1284-421-00-291-080-4-220	Const Pct 1 LBSP-FICA	3,519.00

	TOTAL APPROPRIATIONS	46,000.00
4-1284-334-10-291-080-4-000	CONST PCT1 LBSP-REVENUES (LBSP-14)	46,000.00
	TOTAL REVENUES	46,000.00

REASON: **To appropriate budget for Local Border Security Program FY 2014 to fund Overtime & FICA**

Funding period is February 12, 2014 to August 31, 2014.

Note: Expenses relating to Health Insurance, Life Insurance, Workers comp., Retirement and Unemployment comp. assigned to the overtime hours are to be charged to the Constable Pct.1 Budget (Account # 4-1100-421-00-291-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

02 / 21 / 2014
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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	3	$4,063.68	$310.87	$4,374.55
Deputy 2	1	$19.47	$29.21	5.88	3	$515.26	$39.42	$554.68
Sr. Deputy 4	2	$22.94	$34.41	6	3	$1,238.76	$94.77	$1,333.53
Sgt.3	1	$24.39	$36.59	6	3	$658.62	$50.38	$709.00
Chief 1	1	$23.90	$35.85	6	3	$645.30	$49.37	$694.67
							Total Personnel Estimates	$7,666.43

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: 6

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	$45,998.58
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	$45,998.58

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

Reimbursement: X

ONE TIME Advance Payment Request:

AI-43239 **Constables 7. B.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:
1. Authorization and approval to accept the Local Border Security Program FY 2014 Grant (LBSP-14).
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2014 (LBSP-14).
5. Approval to appropriate the budget for LBSP-14 grant award in the amount of $15,000.00.

BACKGROUND

1. Authorization to apply for LBSP-14 (AI#41850) approved by Commissioners' Court on 11/26/13.
2. SAA Award Number: LBSP-14-0029
3. Grant Period: February 12, 2014 to August 31, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-292-080-4-XXX

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

BUDGETARY IMPACT:

No matching funds required

Revenue acct. 4-1284-334-10-292-080-4-000 Local Border Security Program FY 2014

Note: Expenses relating to Health Insurance, Life Insurance, Workers comp., Retirement and Unemployment comp. assigned to the overtime hours are to be charged to the Constable Precinct No. 2 budget (Account # 4-1100-421-00-292-001-0-XXX).

Attachments

Estimate Cost
LBSP
revised appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 11:18 AM
Manuel Chapa	Manuel Chapa	02/21/2014 02:21 PM
Rosalinda Cantu	Rosie Cantu	02/21/2014 02:30 PM

Purchasing Department Monica Badillo 02/21/2014 04:30 PM

Form Started By: Roxanne De La Cruz Started On: 02/19/2014 10:08 AM

Final Approval Date: 02/21/2014

FINANCIAL COST ESTIMATE

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

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	1	$22.94	$34.41	3	3	$309.69	$23.69	$333.38
Sr. Deputy	1	$20.69	$31.04	3	3	$279.32	$21.37	$300.68
Deputy Constable	1	$19.47	$29.21	3	3	$262.85	$20.11	$282.95
Deputy Constable	1	$18.81	$28.22	3	3	$253.94	$19.43	$273.36
Deputy Constable	1	$18.01	$27.02	3	3	$243.14	$18.60	$261.73
			$0.00			$0.00	$0.00	$0.00
						$1,348.92	103.19	**Total Personnel Estimates** **$1,452.11**

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	3	85	3	$0.560	$428.40
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$428.40**

*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	$11,616.90
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$3,383.10
Total Expenses	**$15,000.00**

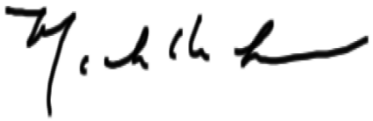
8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement		ONE TIME Advance Payment Request	
	X		

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency

2014 Recipient Grant Award

Sub-Recipient Name:	Hidalgo County Constable PCT 2
Sub-Recipient Authorized Official and Address:	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
SAA Award Number:	LBSP-14-0029
Amount of Grant:	$ 15,000.00
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 12, 2014 **To:** August 31, 2014
Date of Grant Award	February 12, 2014
Program Title:	Local Border Security Program FY 2014 (LBSP-14)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

Sub-Recipient Acceptance: **I have read, understood and agree to this Grant Recipient Agreement consisting of this Award and the attached Terms & Conditions.**	
AWARDING AGENCY APPROVAL	RECIPIENT GRANT ACCEPTANCE
	
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	Printed Name: Title:
Date: February 12, 2014	Date:
The signed Award with Terms and Conditions must be returned to SAA-LBSP@dps.texas.gov on or before this **Grant Acceptance Due Date**: March 31, 2014	

2014 TERMS AND CONDITIONS

Instructions:

The Recipient shall:

1. *Fill in the information and sign the Grant Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A and B 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-LBSP@dps.texas.gov** on or before the date provided in the transmittal letter and/or in this Grant.*

1. Grant Recipient Agreement

This Grant Recipient Agreement (consisting of this 2014 Grant 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 "Recipient" or "Grantee." Furthermore, DPS/THSSAA and the Recipient are collectively hereinafter referred to as the "Parties." This Grant Recipient Agreement, or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Recipient Award.

The FY 2014 Local Border Security Program, hereinafter referred to as "LBSP-14," is funded by the Eighty-third Texas Legislature, Regular Session 2013, Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act. The Texas Legislature has appropriated funds for:

a. Overtime and operational costs for increased patrol and investigative capacity for certified peace officers along with other law enforcement support personnel (i.e., Communications Officers/Dispatchers, Jailers); and

b. Certain operational costs incurred as part of these overtime patrols and investigations, such as fuel/mileage and additional costs for minor emergency repairs, such as tire repair, fan belt replacement for vehicles or equipment being used in the program operations (limited to a maximum of $150.00 per incident).

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

2. Overview and Performance Standards

All allocations and use of funds under this Grant must be in accordance with and shall comply with all provisions of the "Local Border Security Program Guide, FY 2014 (LBSP-14)" dated November 8, 2013, which is incorporated by reference herein. Recipient shall read, understand and by signature accept all terms of the Program Guide and these Terms and Conditions as binding.

Standard of Performance. Recipient shall perform all activities and projects which were approved by DPS/THSSAA. Any change to a project shall receive prior written approval by DPS/THSSAA. Recipient shall perform all activities in accordance with all terms and conditions, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Certifications, hereinafter referred to as "**Exhibit A**"
2. Assurances, hereinafter referred to as "**Exhibit B**"

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3. Failure to Perform

In the event Recipient fails to comply with any and all required conference calls, meetings, financial reporting requirements, or any requirement of this Grant, in addition to the remedies specified in this Grant, Recipient is liable to DPS/THSSAA for the amount not to exceed the award amount of this Grant and may be barred from applying and receiving additional DPS/THSSAA grant program funds or any other program funds administered by DPS/THSSAA until repayment is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional grant programs administered by DPS/THSSAA.

4. Funding Obligations

A. DPS/THSSAA will not be liable to Recipient for any costs incurred by 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 Recipient Award.

C. DPS/THSSAA will not be liable to Recipient for any cost incurred prior to execution of this Grant.

D. Recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Recipient or that DPS/THSSAA determines has not been spent by 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. Recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, 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 LBSP-14. DPS/THSSAA will not be liable to Recipient for costs which exceed the amount specified in this Grant.

5. Performance Period

The performance period for this Grant is listed on the Grant 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. Recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices to DPS/THSSAA by the end of the performance period. DPS/THSSAA will not be obligated to reimburse expenses incurred or submitted after the performance period.

6. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DPS/THSSAA program legislation, DPS/THSSAA program guidelines, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. State of Texas Uniform Grant Management Standards as developed under the authority of Chapter 783, Texas Government Code

2. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule)

B. Cost Principles

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

2. OMB Circular A-133, Audits of State, Local Governments and Non-Profits

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C. Audit Requirements

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

D. Grant Guidance

The "Local Border Security Program Guide FY 2014 (LBSP-14)," available at
http://www.txdps.state.tx.us/director_staff/saa/2014LBSPGrantInfo.htm

7. State Requirements for Grants

Recipient shall comply with all 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. 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.

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 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 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 Recipient timely completes and files its reports.

8. Restrictions and General Conditions

A. Use of Funds. DPS/THSSAA grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the 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, State funds may not be used to sue the State of Texas or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of State Legislature, an officer or employee of the State Legislature, or an employee of a Member of the State Legislature in connection with any State action concerning the award or renewal of any State contract, grant, loan, cooperative agreement. Tex. Gov't Code § 556.0055. Recipient shall not use any State 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.

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C. Transferring Funds. Recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) or between each year of this Grant

D. 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 Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below.

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

F. Points of Contacts. Within 30 calendar days of any change, Recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact.

G. DUNS Number. 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. If Recipient does not have a DUNS number, it may obtain one by calling 866/705-5711 or going to http://fedgov.dnb.com/webform.

H. Direct Deposit. If Recipient has not received LBSP 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 Recipient shall be emailed to SAA-LBSP@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. 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.

I. Procurements. Recipient shall comply with all applicable state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes state funds awarded under this Grant.

J. Use of DPS/THSSAA Seals and Non-Endorsement. Recipient shall obtain DPS/THSSAA's prior written approval before using its name, seal, logo, crest or reproductions. Funding of this Grant does not equate to endorsement of use of DPS/THSSAA's name.

K. Recipient shall submit the following reports:

1. Border Incident Assessment Report (BIAR): Recipient shall email, fax or hand deliver all BIARs to its supporting JOIC as soon as possible, but no later than 9:00 AM daily following each reporting period.

2 Steady State Report: Steady State activities are defined as normal patrol or investigative duties that do not use these Grant funds, but directly impact the overall LBSP mission. Recipient shall report this information to the Joint Operations and Intelligence Center.

3 Uniform Crime Reporting (UCR): Recipient shall submit UCR data to the Crime Records Division of the Texas Department of Public Safety on a monthly basis.

4 Criminal History Reporting: Recipient shall submit criminal history reporting data, including information on arrest, charges, and dispositions as required by Article 60 of the Texas Code of Criminal Procedure.

5 LBSP-14 Financial Reports. Recipient shall submit financial reports (reimbursement request) preferably on a monthly basis, but at least quarterly.

L. Unified Command (UC) Teleconferences/Meetings. Recipient shall participate in all scheduled UC teleconferences or meetings.

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M. Site Visits. DPS/THSSAA, through its authorized representative, has 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 DPS/THSSAA on the premises of Recipient or a contractor under this Grant, 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.

N. Americans with Disabilities Act of 1990. 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.

O. Public Dissemination of Sensitive Information. 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 Recipient without DPS/THSSAA prior written approval.

P. Security Concerns/Violations. Recipient shall inform the DPS/THSSAA's Deputy Assistant Director in writing within two (2) calendar days of 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 Recipient's security procedures, Recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

9. Monitoring

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Recipient's compliance with this Grant and of the adequacy and timeliness of Recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by 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.

10. Audit

Audit of State Funds. 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). 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. Recipient shall provide 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. Recipient shall permit DPS/THSSAA or its authorized representative to audit Recipient's records. Recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. 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. Recipient agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. 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 Recipient relating to this Grant.

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11. Retention and Accessibility of Records

Retention of Records. Recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to all applicable state and local laws, rules, and regulations, including but not limited to Tex. Loc. Gov't Code Ch. 203, UGMS §_.42, and this Grant. 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.

Access to Records. 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 Recipient pertaining to this Grant including records concerning the past use of DPS/THSSAA funds. Such rights to access shall continue as long as the records are retained by Recipient. 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. Recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. 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.

12. Legal Authority

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

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

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

13. Notice of Litigation and Claims

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

14. 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 Recipient, regardless of where the individual's actions or omissions occurred.

15. 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.

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16. Changes and Amendments

Modification. 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 Recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Recipient is not valid.

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

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA 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 in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Recipient as if written in this Grant.

Effect of Changes in State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in 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 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, Recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient's acceptance of the changes to this Grant.

17. 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.

18. Venue

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

19. Suspension

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

20. 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 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.

21. Enforcement

If 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 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 Recipient or more severe enforcement action by DPS/THSSAA;

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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 Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

The costs of Recipient resulting from obligations incurred by Recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA expressly authorizes them in the notice of suspension or termination or subsequently. Other 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 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 Recipient from being subject to "Debarment and Suspension" under E.O. 12549 or 44 C.F.R. §13.35.

22. Conflict of Interest

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

23. Closing of the Grant

A. DPS/THSSAA will close this Grant after receiving Recipient's final 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 Recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Recipient. If Recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Recipient shall return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.

B. At the completion of Recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds, which shall be returned to DPS/THSSAA, and will no longer available to Recipient once de-obligated.

C. The closeout of this Grant does not affect:

1. DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. 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 Recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

[Intentionally left blank]

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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 _____

Recipient Organization _____

_____ _____

Signature of Authorized Official Date

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EXHIBIT A

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - Recipient 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. Establishing a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. Recipient'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. Requiring each employee to be engaged in the performance of this 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 this Grant, the employee shall:
      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 calendar days after such conviction.
   E. Notifying DPS/THSSAA within ten calendar 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. 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 this section.

2. **LOBBYING –** Recipient 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 shall notify DPS/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 or sub-contracts at all tiers and will require all sub-recipients and subcontractors to certify accordingly.

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

Print Name of Authorized Official _____

Title _____

Recipient Organization _____

_____ _____
Signature of Authorized Official Date

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EXHIBIT B

ASSURANCES

As the duly authorized representative of Recipient, I certify that Recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of Recipient's governing body or of 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 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 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 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 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. 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 sub-agreements.
11. 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.
12. 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.
13. 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

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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).

14. Shall comply with all State of Texas tax laws and are solely responsible for filing all required state and federal tax forms.
15. Shall comply with all applicable requirements of all state laws, executive orders, regulations, and policies governing this program.
16 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/.
17. 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 B.

Print Name of Authorized Official _____

Title _____

Recipient Organization _____

_____ _____
Signature of Authorized Official Date

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DATE: February 20, 2014

DEPARTMENT HEAD: Constable Martin "Marty"Cantu

DEPARTMENT NAME: Local Border Security Program FY2014(LBSP-14)

ACCOUNT NUMBER: 4-1284-421-00-292-080-4-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
4-1284-421-00-292-080-4-	131 - Overtime pay	11,616.90
4-1284-421-00-292-080-4-	220 - FICA	103.19
4-1284-421-00-292-080-4-	581 - Travel in County	3,383.10
	TOTAL APPROPRIATIONS	15,000.00
4-1284-334-10-292-080-4-000	Local Border Security Program FY2014 (LBSP-14)	15,000.00
	TOTAL REVENUES	15,000.00

REASON: **To appropriate budget for Local Border Security Program FY 2014 to fund overtime, FICA, and operational costs.**

Funding period is February 12, 2014 to August 31, 2014.

Note: Expenses relating to Health Insurance, Life Insurance, Workers comp., Retirement and Unemployment comp. assigned to the overtime hours are to be charged to the Constable Pct. 2 Budget (Account # 4-1100-421-00-292-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

February 21, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety – Texas Homeland Security State Administrative Agency. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$15,000.	Award No. LBSP-14-0029

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/24/14
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-43210 **Constables 7. C.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Precinct #3:
Presentation and discussion of 2013 Racial Profiling Report as presented by Hidalgo County Constable Precinct 3 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 04:05 PM
Manuel Chapa	Manuel Chapa	02/19/2014 04:39 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Raquel Ramos Started On: 02/14/2014 03:54 PM

Final Approval Date: 02/21/2014

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Article: 2.134

Summary of Racial Profiling Report
Hidalgo County Constable Department Pct.3

Table 1: Detention Disposition by Race

Hispanic:

	Number	% of Race
Arrested	0	0.0%
Released	0	0.6%
Ticketed	26	3.6%
Warned (Written)	691	96.4%
Total	717	100%

Caucasian:

	Number	% of Race
Arrested	0	0.0%
Released	0	0.0%
Ticketed	3	10%
Warned (Written)	27	90%
Total	30	100%

African:

	Number	% of Race
Arrested	0	0.0%
Released	0	0.0%
Ticketed	0	0.0%
Warned (Written)	1	100%
Total	1	100%

For Asian, Native American, and Middle Eastern there were no stops conducted.

Table 2: Search Status by Race

Hispanic:

	Number	% of Race
Consent Search	84	11.7%
No Search	633	88.3%
Probable Cause Search	0	0.0%
Total	717	100%

Caucasian:

	Number	% of Race
Consent Search	2	6.7%
No Search	28	93.3%
Probable Cause Search	0	0%
Total	30	100%

African:

	Number	% of Race
Consent Search	0	0.0%
No Search	1	100%
Probable Cause Search	0	0.0%
Total	1	100%

For Asian Native American, and Middle Eastern there were no stops conducted, therefore no Searches conducted.

Table 3: Stop Reason and Disposition by Race

Hispanic:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	15	2.1%
Hazardous Traffic	Warned (Written)	478	66.7%
Investigation	Arrested	0	0.0%
Investigation	Released	0	0.0%
Investigation	Ticketed	0	0.0%
Investigation	Warned (Written)	0	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	11	1.5%
Non-Hazardous Traffic	Warned (Written)	297	29.7%
Total		717	100%

Caucasian:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	2	6.9%
Hazardous Traffic	Warned (Written)	22	75.9%
Investigation	Arrested	0	0.0%
Investigation	Released	0	0.0%
Investigation	Ticketed	0	0.0%
Investigation	Warned (Written)	0	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%
Non-Hazardous Traffic	Warned (Written)	5	17.2%
Total		30	100%

African:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	1	100%
Hazardous Traffic	Warned (Written)	0	0.0%
Investigation	Arrested	0	0.0%
Investigation	Released	0	0.0%
Investigation	Ticketed	0	0.0%
Investigation	Warned (Written)	0	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%
Total		1	100%

For Asian, Native American, and Middle Eastern there were no stops conducted.

Table 4: Statement of the Charge

Hispanic:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	0	0.0%
Traffic	26	100%
Total	26	100%

Caucasian:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	0	0.0%
Traffic	3	100%
Total	3	100%

African:

All contacts were given a written warranting.

For Asian, Native American, and Middle Eastern there were no stops conducted, therefore no Charges filed.

Table 5: Gender

Hispanic:

	Number	% of Race
Male	497	69%
Female	220	31%
Total	717	100%

Caucasian:

	Number	% of Race
Male	23	77%
Female	7	23%
Total	30	100%

African:

	Number	% of Race
Male	1	100%
Female	0	0.0%
Total	1	100%

For Asian, Native American, and Middle Eastern there were no stops conducted, therefore there is no Gender numbers.

Table 6: Location of Stop

Hispanic:

	Number	% of Race
Pct.3	702	98%
Outside Pct.3	15	2%
Total	717	100%

Caucasian:	Number	% of Race
Pct.3	30	100%
Outside Pct.3	0	0.0%
Total	30	100%

African:	Number	% of Race
Pct.3	1	100%
Outside Pct.3	0	0.0%
Total	1	100%

For Asian, Native American, and Middle Eastern there were no stops conducted, therefore there is no location numbers.

Table 7: Contraband and Disposition

Hispanic: 8 had Contraband, 7 were arrested, 1 Released.

For Asian, African, Native American and Middle Eastern there was no Contraband found.

Table 8: Type of Contraband Collected

Contraband that was collected was Marijuana, Cocaine and US Currency.

Hidalgo County Constable Department Pct. #3
Racial Profiling Statistical Report
1/01/2013 -- 12/31/2013

Table 1: Detention Disposition by Race

	Asian	% of Race	% of Disposition	African	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	1	100.0%	0.1%
[redacted]	0 Total	0.0% of Race	0.0% of all Detentions	1 Total	100.0% of Race	0.1% of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	Caucasian	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	26	3.6%	89.7%	3	10.0%	10.3%
Warned (Written)	691	96.4%	96.1%	27	90.0%	3.8%
[redacted]	717 Total	100.0% of Race	95.9% of all Detentions	30 Total	100.0% of Race	4.0% of all Detentions

Disposition	Native American	% of Race	% of Disposition	Disposition	Middle Eastern	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	Arrested	0	0.0%	0.0%
Released	0	0.0%	0.0%	Released	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	Ticketed	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	Warned (Written)	0	0.0%	0.0%
[redacted]	0 Total	0.0% of Race	0.0% of all Detentions	[redacted]	0 Total	0.0% of Race	0.0% of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	3.9%	29
Warned (Written)	96.1%	719
[redacted]	100.0%	748

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	African	% of Race	% of Search
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	0	0.0%	0.0%	1	100.0%	0.2%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions	1 Total	100.0% of Race	0.1% of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	Cauacasian	% of Race	% of Search
Consent Search	84	11.7%	97.7%	2	6.7%	2.3%
No Search	633	88.3%	95.6%	28	93.3%	4.2%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	717 Total	100.0% of Race	95.9% of all Detentions	30 Total	100.0% of Race	4.0% of all Detentions

SearchStatus	Native American	% of Race	% of Search	SearchStatus	Middle Eastern	% of Race	% of Search
Consent Search	0	0.0%	0.0%	Consent Search	0	0.0%	0.0%
No Search	0	0.0%	0.0%	No Search	0	0.0%	0.0%
Probable Cause Search	0	0.0%	#DIV/0!	Probable Cause Search	0	0.0%	#DIV/0!
	0 Total	0.0% of Race	0.0% of all Detentions		0 Total	0.0% of Race	0.0% of all Detentions

SearchStatus	Total %	Number
Consent Search	11.5%	86
No Search	88.5%	662
Probable Cause Search	0.0%	0
	100.0%	748

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	African	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	1	100.0%	0.2%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions	1 Total	100.0% of Race	0.1% of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	Caucasian	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	15	2.1%	83.3%	3	10.0%	16.7%
Hazardous Traffic	Warned (Written)	486	67.6%	95.5%	22	73.3%	4.3%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	11	1.5%	100.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	206	28.7%	97.6%	5	16.7%	2.4%
		717 Total	100.0% of Race	95.9% of all Detentions	30 Total	100.0% of Race	4.0% of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions

Table 3: Stop Reason and Disposition by Race Cont.

StopReason	cboStopDisposition	Middle Eastern	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	2.4%	18
Hazardous Traffic	Warned (Written)	67.8%	506
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	1.5%	11
Non-Hazardous Traffic	Warned (Written)	28.2%	211
		100.0%	748

Table 4 Statement of the Charge

Race / Ethnicity		Statement of the Charge				
	Felony		Misdemeanor		Traffic	
	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	0	0%	3	10%
African	0	0%	0	0%	0	0%
Hispanic	0	0%	0	0%	25	90%
Asia	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%
Middle Eastern	0	0%	0	0%	0	0%
Total	0		0		29	
Grand Total	29					

Table 5 Gender						
Gender						
Race/ Ethnicity	Contacts		Gender			
	Number	Total %	Male	Total %	Females	Total %
Caucasian	30	4%	23	3%	7	1%
African	1	0%	1	0%	0	0%
Hispanic	717	96%	497	66%	220	29%
Asia	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%
Middle Eastern	0	0%	0	0%	0	0%
Total	748		521		227	

Table 6 Location of Stop					
Loccation of Stop					
	Hidalgo County Pct. 3			Outside Pct. 3	
Race/ Ethnicity	Number	Total %		Number	Total %
Caucasian	30	4%		0	0%
African	1	0%		0	0%
Hispanic	702	94%		15	2%
Asia	0	0%		0	0%
Native American	0	0%		0	0%
Middle Eastern	0	0%		0	0%
Total	733		Total	15	
Grand Total	748				

Table 7 Contraband and Disposition										
Race/ Ethnicity	Contraband		Disposition of Stop							
			Arrest		Ticket		Warning		Release	
	Number	Total %	Number	Total %	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	0	0%	0	0%	0	0%	0	0%
African	0	0%	0	0%	0	0%	0	0%	0	0%
Hispanic	8	100%	7	100%	0	0%	0	0%	1	100%
Asia	0	0%	0	0%	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%	0	0%	0	0%
Middle Eastern	0	0%	0	0%	0	0%	0	0%	0	0%
Total	8		7		0		0		1	

Table 8 Type of Contraband Collected		
Race/ Ethnicity	US Currency, Marijuana Cocain	
	Number	Total %
Caucasian	0	0%
African	0	0%
Hispanic	8	100%
Asia	0	0%
Native American	0	0%
Middle Eastern	0	0%
Total	8	

Table 9 Race or Ethnicity Know Prior to Stop					
Location of Stop	N				
	NO			YES	
Race/ Ethnicity	Number	Total %		Number	Total %
Caucasian	30	4%		0	0%
African	1	0%		0	0%
Hispanic	717	96%		0	0%
Asia	0	0%		0	0%
Native American	0	0%		0	0%
Middle Eastern	0	0%		0	0%
Total	748		Total	0	
Grand Total	748				

AI-43067 **Constables 7. D.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Constable Guerra **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Presentation and discussion of the 2013 Racial Profiling Report as presented by the Hidalgo County Constable Precinct 4 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

code

Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 02:47 PM
Manuel Chapa	Manuel Chapa	02/19/2014 04:18 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Joel Rivera Started On: 02/06/2014 02:25 PM

Final Approval Date: 02/21/2014

under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the

stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. CONST. PCT. 4
Reporting Date:	02/19/2014
TCOLE Agency Number:	215104
Chief Administrator:	JOSE E. GUERRA
Agency Contact Information:	Phone: 9563838560 Mailing Address: HIDALGO CO. CONST. PCT. 4 2814 S. business highway 281 Edinburg, TX 78539

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

HIDALGO CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the HIDALGO CO. CONST. PCT. 4 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the HIDALGO CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the HIDALGO CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO CO. CONST. PCT. 4's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***JOSE E. GUERRA***
Chief Administrator

HIDALGO CO. CONST. PCT. 4

Date: 02/19/2014

HIDALGO CO. CONST. PCT. 4Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **40** citation only
2. **0** arrest only
3. **0** both

4. **40 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5 **0** African
6. **0** Asian
7. **4** Caucasian
8. **36** Hispanic
9. **0** Middle Eastern
10. **0** Native American

11. **40 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **40** No

14. **40 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **0** Yes
16. **40** No

17. **40 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **0** Yes
19. **0** No

20. **0 Total** (must equal line 15)

CONSTABLE PRECINCT 4

J.E. "EDDIE" GUERRA

February 19, 2014

Texas Commission on Law Enforcement
6330 East Highway 290, STE 200
Austin, Texas 78723
512-936-7700

Re: 2013 Racial Profiling Report

Commission,
Please allow this letter to serve as notice that the reported 2013 racial profiling statistics for Hidalgo County Constable Precinct 4 are inaccurate. The inaccuracy results from the loss of a staff member charged with the duty of maintaining of the records for subsequent analsys and reporting to TCOLE. The constable's office has taken appropriate measures, to include complete automation of the ticket writting system, to prevent such an oversight from ever occuring again. In the 2013 report, we have included whatever statistics were recovered and reported them accordingly.

Respectfully,

Joel Rivera
Chief Deputy Constable

AI-43307 **Constables 7. E.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #5:
Requesting authorization for Valde Guerra, Executive Officer to submit, on behalf of Constable Pct. 5 Office, the FY2013 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Attachments

REPORT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 02:32 PM
Manuel Chapa	Manuel Chapa	02/21/2014 03:50 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/21/2014 02:14 PM

Final Approval Date: 02/21/2014

FY 2013
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	Hidalgo County Constable Pct #5	Reporting Period: (local fiscal year)	1/1/2013 - 12/31/13
Agency Mailing Address:	PO Box 324	example:	01/01/13 to 12/31/13, 09/01/12 to 08/31/13 etc.
	Elsa , Tx 78543		
Phone Number:	956-262-4200		
County:	Hidalgo County		
Email Address:	valde.guerra@co.hidalgo.tx.us	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I.		**SEIZED FUNDS**	
	A)	Beginning Balance:	$ -
	B)	Seizures During Reporting Period:	
		1) Amount seized and retained in your agency's custody.	$
		2) Amount seized and transferred to the District Attorney pending forfeiture.	$
	C)	Interest Earned on Seized Funds During Reporting Period:	$
	D)	Amount Returned to Defendants/Respondents:	$
	E)	Amount Transferred to Forfeiture Account:	$
	F)	Other Reconciliation Items:	$
	G)	Ending Balance: **Instructions:** Add lines A, B(1), C and F, subtract lines D and E, put total in line G.	$ -
II.		**FORFEITED FUNDS**	
	A)	Beginning Balance:	$ 1,622.00
	B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	$
	C)	Interest Earned on Forfeited Funds During Reporting Period :	$
	D)	Proceeds Received by Your Agency From Sale of Forfeited Property:	$
	E)	Amount Returned to Crime Victims:	$
	F)	Other Reconciliation Items:	$ (1,622.00)
	G)	Total Expenditures of Forfeited Funds During Reporting Period:	$
	H)	Ending Balance: Instructions: Add lines A, B, C, D & F, subtract lines E & G, place total in line H.	$ -

III. OTHER PROPERTY

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	-	-		
2) REAL PROPERTY (Count each parcel seized as one item)	-	-		
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	-	-		
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	-	-		
5) Other Property - Description: _____	-	-		
Other Property -Description: _____	-	-		
Other Property -Description: _____	-	-		

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A)	Motor Vehicles:	# -
B)	Real Property:	# -
C)	Computers:	# -
D)	Firearms:	# -
E)	Other: Funds transferred to Constable Pct 1 upon abollishment of Constable Pct 5	$1,622.00

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A)	Motor Vehicles:	# -
B)	Real Property:	# -
C)	Computers:	# -
D)	Firearms:	# -
E)	Other:	# -

VI. EXPENDITURES

A)	**SALARIES**		
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$ -	
2.	Salary Budgeted Solely From Forfeited Funds:	$ -	
3.	Number of Employees Paid Using Forfeiture Funds:	# -	
4.	**TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:**		$ -

B)		**OVERTIME**		
	1.	For Employees Budgeted by Governing Body:	$ -	
	2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ -	
	3.	Number of Employees Paid Using Forfeiture Funds:	# -	
	4.	**TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:**		$ -
C)		**EQUIPMENT**		
	1.	Vehicles:	$ -	
	2.	Computers:	$ -	
	3.	Firearms, Vests, Personal Equipment:	$ -	
	4.	Furniture:	$ -	
	5.	Software:	$ -	
	6.	Maintenance Costs:	$ -	
	7.	Uniforms:	$ -	
	8.	K9 Related Costs:	$ -	
	9.	Other (Provide Detail on Additional Sheet):	$ -	
	10.	**TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:**		$ -
D)		**SUPPLIES**		
	1.	Office Supplies:	$ -	
	2.	Cellular Air Time :	$ -	
	3.	Internet:	$ -	
	4.	Other (Provide Detail on Additional Sheet) :	$ -	
	5.	**TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:**		$ -
E)		**TRAVEL**		
	1.	Total In State Travel	$ -	
		a) Transportation:	$ -	
		b) Meals & Lodging:	$ -	
		c) Mileage:	$ -	
		d) Incidental Expenses:	$ -	
	2.	Total Out of State Travel	$ -	
		a) Transportation:	$ -	
		b) Meals & Lodging:	$ -	
		c) Mileage:	$ -	
		d) Incidental Expenses:	$ -	
	3.	**TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:**		$ -

F)		**TRAINING**		
	1.	Fees (Conferences, Seminars):	$ -	
	2.	Materials (Books, CDs, Videos, etc.):	$ -	
	3.	Other (Provide Detail on Additional Sheet):	$ -	
	4.	**TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS**		$ -
G)		**INVESTIGATIVE COSTS**		
	1.	Informant Costs:	$ -	
	2.	Buy Money:	$ -	
	3.	Lab Expenses:	$ -	
	4.	Other (Provide Detail on Additional Sheet) :	$ -	
	5.	**TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:**		$ -
H)		**PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS**		
	1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (j):	$ -	
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$ -	
	3.	Total Donations (pursuant to Articles 59.06 (d-2)):	$ -	
	4.	**TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Articles 59.06 (h), (j), (n), (o) (d-2)):**		$ -
I)		**FACILITY COSTS**		
	1.	Building Purchase:	$ -	
	2.	Lease Payments:	$ -	
	3.	Remodeling:	$ -	
	4.	Maintenance Costs:	$ -	
	5.	Utilities:	$ -	
	6.	Other (Provide Detail on Additional Sheet):	$ -	
	7.	**TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:**		$ -
J)		**MISCELLANEOUS FEES**		
	1.	Court Costs:	$ -	
	2.	Filing Fees:	$ -	
	3.	Insurance:	$ -	
	4.	Witness Fees:	$ -	
	5.	Audit Costs and Fees:	$ -	
	6.	Other (Provide Detail on Additional Sheet):	$ -	
	7.	**TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:**		$ -

K)		**PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION:**		
	1.	Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	$ -	
	2.	Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	$ -	
	3.	Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	$ -	
	4.)	Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	$ -	
	5)	**TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:**		**$ -**
L)		**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**		$ -
M)		**TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheet(s) and attach to this report):**		$ -
N)		**TOTAL EXPENDITURES:**		**$ -**

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL CERTIFICATION

I swear or affirm that the Commissioners Court, City Council or Agency Head (if no governing body) has requested that I conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the information contained in this report is true and correct.

AUDITOR, TREASURER or ACCOUNTING PROFESSIONAL (Printed Name): _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Valde Guerra - Executive Officer

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)463-1591
Chapter59AuditReport@texasattorneygeneral.gov

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

AI-43241 **Human Resources 8. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Precinct #1 **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #1- Road Maintenance (1100):
1. Approval of the following personnel actions:

Action	Dept/Program	Slot No.	Position Title	Proposed / Budgeted Salary
Delete	121-005	0036	Heavy Equipment Operator II	$30,748.00
Create	121-005	0144	Truck Driver II	$28,745.00

2. Approval to create one (1) full-time temporary position not to exceed six (6) months as follows:

Action	Dept/Program	Slot No.	Position Title	Proposed Budgeted Salary
Create	121-005	T0143	Truck Driver I	$25,000.00

3. Approval of revised salary schedule.

BACKGROUND

Attachments

ss
revised
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 03:45 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Diana Munoz Started On: 02/19/2014 10:40 AM

Final Approval Date: 02/21/2014

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-121-005-0

AI - 43241

PCT 1 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	$40,502.00	$0.00	$40,502.00	0	$0.00	$0.00	$40,502.00	$40,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,502.00
0019	113	TRUCK DRIVER I	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$36,812.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0023	113	MAINTENANCE III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0024	113	MAINTENANCE II	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0025	113	MAINTENANCE III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0029	113	MECHANIC II	$33,555.00	$0.00	$33,555.00	0	$0.00	$0.00	$33,555.00	$33,555.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,215.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$32,724.00	$0.00	$32,724.00	0	$0.00	$0.00	$32,724.00	$32,724.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,724.00
~~0036~~	~~113~~	**APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITIONS:** ~~**HEAVY EQUIPMENT OPERATOR II**~~	~~$30,748.00~~	~~$0.00~~	~~$30,748.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,748.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0037	113	MAINTENANCE II	$30,748.00	$0.00	$30,748.00	0	$0.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$30,748.00	$0.00	$30,748.00	0	$0.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0039	113	TRUCK DRIVER III	$29,902.00	$0.00	$29,902.00	0	$0.00	$0.00	$29,902.00	$29,902.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,902.00
0041	113	TRUCK DRIVER III	$28,867.00	$0.00	$28,867.00	0	$0.00	$0.00	$28,867.00	$28,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,867.00
0043	113	TRUCK DRIVER III	$28,389.00	$0.00	$28,389.00	0	$0.00	$0.00	$28,389.00	$28,389.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,389.00
0044	113	TRUCK DRIVER I	$27,405.00	$0.00	$27,405.00	0	$0.00	$0.00	$27,405.00	$27,405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,405.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$27,124.00	$0.00	$27,124.00	0	$0.00	$0.00	$27,124.00	$27,124.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,904.00
0049	113	TRUCK DRIVER III	$26,780.00	$0.00	$26,780.00	0	$0.00	$0.00	$26,780.00	$26,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,780.00
0053	113	MAINTENANCE I	$25,993.00	$0.00	$25,993.00	0	$0.00	$0.00	$25,993.00	$25,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,993.00
0057	113	MAINTENANCE I	$24,344.00	$656.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0078	113	DIESEL MECHANIC	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0080	113	MATERIAL MANAGEMENT MANAGER	$41,200.00	$0.00	$41,200.00	0	$0.00	$0.00	$41,200.00	$41,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,200.00
0085	113	EXECUTIVE ASST	$61,355.00	$0.00	$61,355.00	0	$0.00	$0.00	$61,355.00	$61,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,355.00
0090	113	ADMINISTRATIVE ASSISTANT V	$50,470.00	$5,530.00	$56,000.00	0	$0.00	$0.00	$56,000.00	$56,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$56,720.00
0091	113	DIRECTOR, FIELD OPERATIONS	$72,100.00	$0.00	$72,100.00	0	$0.00	$0.00	$72,100.00	$72,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,100.00
0093	113	HEAVY EQUIPMENT OPERATOR II	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0095	113	MAINTENANCE III	$24,713.00	$287.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0096	113	TRAFFIC SPECIALIST I	$20,650.00	$4,350.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0097	113	TRAFFIC SPECIALIST I	$20,650.00	$4,350.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00

0101	113	CREW LEADER II	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0102	113	SUPERVISOR	$37,869.00	$0.00	$37,869.00	0	$0.00	$0.00	$37,869.00	$37,869.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,829.00
0103	113	ASSET MANAGEMENT SUPERVISOR	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	$53,822.00	$53,822.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,822.00
0104	113	SHOP FOREMAN	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,560.00
0106	113	CREW LEADER II	$42,825.00	$0.00	$42,825.00	0	$0.00	$0.00	$42,825.00	$42,825.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,085.00
0107	113	SAFETY COORDINATOR	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0108	113	TRUCK DRIVER III	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0109	113	HEAVY EQUIPMENT OPERATOR III	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
0111	113	CREW LEADER II	$39,655.00	$0.00	$39,655.00	0	$0.00	$0.00	$39,655.00	$39,655.00	$540.00	$0.00	$0.00	$0.00	$0.00	$40,195.00
0112	113	CREW LEADER II	$39,655.00	$5,345.00	$45,000.00	0	$0.00	$0.00	$45,000.00	$45,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$45,420.00
0113	113	CREW LEADER I	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0114	113	TRUCK DRIVER III	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0115	113	MAINTENANCE III	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,078.00
0118	113	TRAFFIC CONTROL SUPERVISOR	$38,110.00	$0.00	$38,110.00	0	$0.00	$0.00	$38,110.00	$38,110.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,470.00
0119	113	TRUCK DRIVER II	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0120	113	TRUCK DRIVER III	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,762.00
0121	113	TRUCK DRIVER II	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0122	113	RIGHT OF WAY AGENT V	$65,988.00	$0.00	$65,988.00	0	$0.00	$0.00	$65,988.00	$65,988.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$67,548.00
0123	113	RIGHT OF WAY AGENT V	$64,349.00	$0.00	$64,349.00	0	$0.00	$0.00	$64,349.00	$64,349.00	$360.00	$0.00	$0.00	$0.00	$0.00	$64,709.00
0124	113	SUPERVISOR	$39,108.00	$0.00	$39,108.00	0	$0.00	$0.00	$39,108.00	$39,108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,108.00
0125	113	CREW LEADER II	$41,586.00	$0.00	$41,586.00	0	$0.00	$0.00	$41,586.00	$41,586.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,586.00
0126	113	MAINTENANCE II	$22,303.00	$2,697.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0127	113	MAINTENANCE II	$22,303.00	$2,697.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0128	113	MAINTENANCE II	$22,303.00	$2,697.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0129	113	MAINTENANCE III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0130	113	MAINTENANCE II	$24,705.00	$295.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0131	113	MAINTENANCE III	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0132	113	CONSTRUCTION INSPECTOR	$38,110.00	$0.00	$38,110.00	0	$0.00	$0.00	$38,110.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,110.00
0133	113	MAINTENANCE I	$24,713.00	$287.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0134	113	TIRE REPAIR/ MAINTENANCE	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,078.00
0135	113	TRUCK DRIVER III	$36,565.00	$0.00	$36,565.00	0	$0.00	$0.00	$36,565.00	$36,565.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,565.00
0136	113	CONSTRUCTION INSPECTOR	$41,500.00	$0.00	$41,500.00	0	$0.00	$0.00	$41,500.00	$41,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,500.00
0137	113	MAINTENANCE III	$35,500.00	$0.00	$35,500.00	0	$0.00	$0.00	$35,500.00	$35,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,500.00
0138	113	MAINTENANCE III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$36,212.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,212.00
0139	113	MAINTENANCE I	$20,500.00	$4,500.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0140	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$49,440.00	$7,560.00	$57,000.00	0	$0.00	$0.00	$57,000.00	$57,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,000.00
0141	113	SYSTEMS SUPPORT ANALYST	$33,013.00	$0.00	$33,013.00	0	$0.00	$0.00	$33,013.00	$33,013.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,013.00

0142	113	MAINTENANCE II	$24,708.00	$0.00	$24,708.00	0	$0.00	$0.00	$24,708.00	$24,708.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,708.00
		APPROVAL TO CREATE THE FOLLOWING TEMPORARY FULL TIME POSITION:														
T143	**121**	**TRUCK DRIVER I**	**$0.00**	**$25,000.00**	**$25,000.00**	**0**	**$0.00**	**$0.00**	**$25,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITIONS:														
0144	**113**	**TRUCK DRIVER II**	**$0.00**	**$28,745.00**	**$28,745.00**	**0**	**$0.00**	**$0.00**	**$28,745.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$2,356,487.00**	**$94,996.00**	**$2,451,483.00**		**$0.00**	**$0.00**	**$2,451,483.00**	**$2,395,041.00**	**$10,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,405,541.00**

Approval to delete and/or create the above highlighted positions.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 13 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE. (121-005) DATE: 2/13/2014

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR II CURRENT SLOT #: 0036

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 30,748.00	$ -0-	$ (30,748.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department, it is determined that this position be deleted to create a position to assist with the essential needs of Precinct 1.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2/12/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	2/19/14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/20/14 Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 13 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 2/13/2014

CURRENT POSITION TITLE: CURRENT SLOT #: 0144

REQUESTED POSITION TITLE: TRUCK DRIVER II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 28,745.00	$ 28,745.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department it is determined that this position is needed to assist with the operation of the Department.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	2-12-14	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez /mg	2/19/14	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	2/20/14	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
FEB 19 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 2/6/2014

CURRENT POSITION TITLE: CURRENT SLOT #: 0143

REQUESTED POSITION TITLE: TRUCK DRIVER ~~III~~ I Per Ofelia 02.20.14 AM

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 25,000.00	$ 25,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $12.02 Enter hourly rate for temp. positions

Full Time Employee Object 121 [X] Part Time Temporary Object 122 [ ] $ 25,000.00 2080= $12.02 Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

2/25/14 ~~03.04.14~~	8/25/14 ~~09.04.14~~ AM (As per Sylvia Rios) 2/24/14	Mon-Sat 7-4 7-12 pm	40 to 45 hours	Not to exceed 6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Upon evaluation of the Department it is determined that this position is needed to assist with the Department's high demand of workload due to the reason that current position is out on a leave of absence/Worker's Comp.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

HIDALGO COUNTY PRECINCTS

TRUCK DRIVER I

GENERAL DESCRIPTION

Performs basic (entry-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver I works under close supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Drives truck with a capacity of more than 3 tons to transport and deliver cargo, materials, and other items to a jobsite

Maintains truck log according to state and federal regulations

Position blocks and ties rope around items to secure cargo for transport

Cleans, inspects and services vehicle

Operates equipment on vehicle t load, unload or disperse cargo or materials

Assists in loading and unloading truck manually

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of one (1) year of experience in commercial driving or related field

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registration

Must have a valid current Texas motor vehicle operator's license; Texas Commercial Driver's License (CDL) required; CDL may require specialized endorsements depending on area of assignment

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

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations.

Knowledge, Skills, and Abilities

Knowledge of equipment operation and maintenance skilled in using specialized heavy equipment in the prescribed manner

Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

Ability to understand and follow oral and written instructions

Ability to read and comprehend simple instructions, short correspondence and memos

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to perform basic math and apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Ability to perform multiple tasks simultaneously

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY PRECINCTS

TRUCK DRIVER II

GENERAL DESCRIPTION

Performs basic (journey-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver II works under close supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs pre-trip inspections including but not limited to checking oil, water, fuel, tires, hydraulic system, hand tools, etc.

Submits daily activity report, haul tickets, and purchase receipts

Must work outdoors in all weathers

Operates dump trucks to haul asphalt, dirt, trash, rocks, salt, sand, water and/or other designated materials to a jobsite

Performs street paving duties, including spreading and compacting hot mix asphalt and road base

Maintains dirt roads by watering for blade operator and may run blade if needed

Maintains truck log according to state and federal regulations

Position blocks and ties rope around items to secure cargo for transport

Cleans, inspects, and services vehicle

Operates equipment on vehicle to load, unload, or disperse cargo or materials

Assists in loading and unloading truck manually

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of three (3) years of experience in commercial driving or related field

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registration

Must have a current valid Texas's motor vehicle operator's license; Texas Commercial Driver's License (CDL) required; CDL may require specialized endorsements depending on area of assignment

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

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations

Knowledge, Skills, and Abilities

Knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

Ability to understand and follow oral and written instructions

Ability to read and comprehend simple instructions, short correspondence, and memos

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to perform basic math and apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Ability to perform multiple tasks simultaneously

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, February 25, 2014**

Agenda Item: **43241**

Summary of request/proposal:
PCT 1 RD MAINT (1200):
APPROVAL TO DELETE/ CREATE THE FOLLOWING POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	HEAVY EQUIP. OPERATOR II	0036	113	30,748.00	0.00	(30,748.00)
1200	TRUCK DRIVER II	0144	113	0.00	28,745.00	28,745.00
1200	TRUCK DRIVER I	T143	121	0.00	12,500.00	12,500.00
		TOTAL		30,748.00	41,245.00	10,497.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-121-005-0-	113	PCT 1 ROAD MAINTENANCE-	REGULAR FULL TIME	($1,711.38)
4-1200-431-00-121-005-0-	121	PCT 1 ROAD MAINTENANCE-	TEMP FULL TIME	$12,500.00
4-1200-431-00-121-005-0-	211	PCT 1 ROAD MAINTENANCE-	HEALTH INSURANCE	$0.00
4-1200-431-00-121-005-0-	212	PCT 1 ROAD MAINTENANCE-	LIFE INSURANCE	$0.00
4-1200-431-00-121-005-0-	220	PCT 1 ROAD MAINTENANCE-	FICA	$803.02
4-1200-431-00-121-005-0-	230	PCT 1 ROAD MAINTENANCE-	RETIREMENT	($218.13)
4-1200-431-00-121-005-0-	250	PCT 1 ROAD MAINTENANCE-	UNEMPLOYMENT COMP	$59.83
4-1200-431-00-121-005-0-	260	PCT 1 ROAD MAINTENANCE-	WORKER'S COMP	$470.62
			2014 Budgetary Impact	$11,903.96

2015 Budgetary Impact: ($2,386.38)

Possible Funding Sources: **NO BUDGETARY IMPACT- COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-43266 **Human Resources 8. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #1 - Parks (121-013)

1. Approval of the following personnel actions:

Action	Dept/Program	Slot #	Position Title	Proposed / Budgeted Salary
Delete	121-013	022	Director of Parks	$ 56,650.00
Create	121-013	025	Truck Driver I	$ 26,000.00
Create	121-013	026	Truck Driver I	$ 26,000.00

2. Approval of revised salary schedule.

BACKGROUND

Attachments

1

2

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 03:03 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Sylvia Rios Started On: 02/20/2014 11:23 AM

Final Approval Date: 02/21/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 PARKS (121-013) DATE: 2/18/2014

CURRENT POSITION TITLE: DIRECTOR OF PARKS CURRENT SLOT #: 0022

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 56,650.00	$ ¢	$ (56,650.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department, it is determined that this position be deleted to create positions to assist with the department's high demand of workload.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2-18-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	Esther A. Cortez by Ingrid Ruiz HUMAN RESOURCES DIRECTOR	02.20.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/20/14 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 PARKS (121-013) DATE: 2/18/2014

CURRENT POSITION TITLE: CURRENT SLOT #: 0025

REQUESTED POSITION TITLE: TRUCK DRIVER I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 26,000.00	$ 26,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department it is determined that this position is needed to assist with the Department's high demand of workload.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2-18-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X YES		NO
2.	HUMAN RESOURCES DIRECTOR	02.20.14 Date	PERSONNEL PROCEDURES COMPLETED	✓ YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/20/14 Date	BUDGET PROCEDURES COMPLETED	✓ YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 PARKS (121-013) DATE: 2/18/2014

CURRENT POSITION TITLE: CURRENT SLOT #: 0026

REQUESTED POSITION TITLE: TRUCK DRIVER I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 26,000.00	$ 26,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department it is determined that this position is needed to assist with the Department's high demand of workload.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2-18-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Esthela Lopez for Sylvia Rios 02.20.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/20/14 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY PRECINCTS

TRUCK DRIVER I

GENERAL DESCRIPTION

Performs basic (entry-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver I works under close supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Drives truck with a capacity of more than 3 tons to transport and deliver cargo, materials, and other items to a jobsite

Maintains truck log according to state and federal regulations

Position blocks and ties rope around items to secure cargo for transport

Cleans, inspects and services vehicle

Operates equipment on vehicle t load, unload or disperse cargo or materials

Assists in loading and unloading truck manually

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of one (1) year of experience in commercial driving or related field

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registration

Must have a valid current Texas motor vehicle operator's license; Texas Commercial Driver's License (CDL) required; CDL may require specialized endorsements depending on area of assignment

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

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations.

Knowledge, Skills, and Abilities

Knowledge of equipment operation and maintenance skilled in using specialized heavy equipment in the prescribed manner

Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

Ability to understand and follow oral and written instructions

Ability to read and comprehend simple instructions, short correspondence and memos

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to perform basic math and apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Ability to perform multiple tasks simultaneously

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY PRECINCTS

TRUCK DRIVER I

GENERAL DESCRIPTION

Performs basic (entry-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver I works under close supervision with limited latitude for the use of initiative and independent judgment.

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Maintains truck log according to state and federal regulations

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Cleans, inspects and services vehicle

Operates equipment on vehicle t load, unload or disperse cargo or materials

Assists in loading and unloading truck manually

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Knowledge, Skills, and Abilities

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Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

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Ability to read and comprehend simple instructions, short correspondence and memos

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to perform basic math and apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Ability to perform multiple tasks simultaneously

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

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- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, February 25, 2014**

Agenda Item: **43266**

Summary of request/proposal:
PARKS PCT1 (1100):
APPROVAL TO DELETE/ CREATE THE FOLLOWING FULL TIME POSITIONS AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	DIRECTOR OF PARKS	0022	113	56,650.00	0.00	(56,650.00)
1100	TRUCK DRIVER I	0025	113	0.00	26,000.00	26,000.00
1100	TRUCK DRIVER I	0026	113	0.00	26,000.00	26,000.00
		TOTAL		56,650.00	52,000.00	(4,650.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-452-00-121-013-0-	113	PARKS PCT.1 -	REGULAR FULL TIME	($3,955.17)
4-1100-452-00-121-013-0-	211	PARKS PCT.1 -	HEALTH INSURANCE	$4,787.03
4-1100-452-00-121-013-0-	212	PARKS PCT.1 -	LIFE INSURANCE	$31.95
4-1100-452-00-121-013-0-	220	PARKS PCT.1 -	FICA	($302.57)
4-1100-452-00-121-013-0-	230	PARKS PCT.1 -	RETIREMENT	($430.72)
4-1100-452-00-121-013-0-	250	PARKS PCT.1 -	UNEMPLOYMENT COMP	($22.54)
4-1100-452-00-121-013-0-	260	PARKS PCT.1 -	WORKER'S COMP	($217.93)
			2014 Budgetary Impact	($109.95)

2015 Budgetary Impact: ($129.29)

Possible Funding Sources: **NO BUDGETARY IMPACT- COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-452-00-121-013-0

AI - 43266

PARKS PCT.1

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FOREMAN	$41,165.00	$0.00	$41,165.00	0	$0.00	$0.00	$41,165.00	$41,165.00	$840.00	$0.00	$0.00	$0.00	$0.00	$83,170.00
0003	113	MECHANIC III	$36,039.00	$0.00	$36,039.00	0	$0.00	$0.00	$36,039.00	$36,039.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,078.00
0004	113	ACCOUNTS PAYABLE CLERK	$37,852.00	$0.00	$37,852.00	0	$0.00	$0.00	$37,852.00	$37,852.00	$600.00	$0.00	$0.00	$0.00	$0.00	$76,304.00
0007	113	CLERK/RECEPTIONIST	$29,150.00	$0.00	$29,150.00	0	$0.00	$0.00	$29,150.00	$29,150.00	$780.00	$0.00	$0.00	$0.00	$0.00	$59,080.00
0008	113	MAINTENANCE II	$27,405.00	$0.00	$27,405.00	0	$0.00	$0.00	$27,405.00	$27,405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,810.00
0010	113	HEAVY EQUIPMENT OPERATOR III	$27,405.00	$0.00	$27,405.00	0	$0.00	$0.00	$27,405.00	$27,405.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$55,890.00
0012	113	MAINTENANCE I	$25,783.00	$0.00	$25,783.00	0	$0.00	$0.00	$25,783.00	$25,783.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,566.00
0013	113	MAINTENANCE I	$25,080.00	$0.00	$25,080.00	0	$0.00	$0.00	$25,080.00	$25,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,160.00
0014	113	MAINTENANCE I	$25,080.00	$0.00	$25,080.00	0	$0.00	$0.00	$25,080.00	$25,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,160.00
0016	113	MAINTENANCE II	$24,344.00	$656.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0017	113	MAINTENANCE II	$24,344.00	$656.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0018	113	MAINTENANCE II	$24,344.00	$656.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$50,300.00
0019	113	MAINTENANCE I	$23,391.00	$1,609.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$50,360.00
0020	113	MAINTENANCE II	$23,015.00	$1,985.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
		DELETE THE FOLLOWING FULL TIME POSITION:														
~~0022~~	~~113~~	~~DIRECTOR OF PARKS~~	~~$56,650.00~~	~~$0.00~~	~~$56,650.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$56,650.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0023	113	TRUCK DRIVER III	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0024	113	TRAFFIC SPECIALIST I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,694.00
		CREATETHE FOLLOWING FULL TIME POSITIONS:														
0025	**113**	**TRUCK DRIVER I**	**$0.00**	**$26,000.00**	**$26,000.00**	**0**	**$0.00**	**$0.00**	**$26,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0026	**113**	**TRUCK DRIVER I**	**$0.00**	**$26,000.00**	**$26,000.00**	**0**	**$0.00**	**$0.00**	**$26,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
		TOTAL	**$452,833.00**	**$57,562.00**	**$510,395.00**		**$0.00**	**$0.00**	**$510,395.00**	**$433,395.00**	**$4,560.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$837,914.00**

Approval to delete and/or create the above highlighted positions.
All personnel actions pending CC approval.

AI-43056 **Human Resources 8. C.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Countywide Shop (1200):

1. Approval of the following personnel actions:

Action	Department	Slot No.	Position Title	Budgeted Salary
Delete	Countywide Shop	0001	Mechanic IV	$53,475.00
Delete	Countywide Shop	0007	Mechanic III	$32,131.00
Create	Countywide Shop	0009	Heavy Equipment Mechanic Supervisor	$55,642.00
Create	Countywide Shop	0010	Mechanic IV	$47,703.00

2. Approval of interdepartmental transfer
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-004-0-

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 02:21 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Angela Garcia Started On: 02/06/2014 10:01 AM

Final Approval Date: 02/21/2014

AI-43141 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - COPS Universal Hiring 13 (1284)
1. Approval to appropriate budget for COPS Universal Hiring 13 Grant Retention Phase.

2. Approval of Salary Schedule

BACKGROUND

Funding was approved during the budget process on 9/24/13 (AI#40782).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-089-3-XXX

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

BUDGETARY IMPACT:

FUNDING IN PLACE, REF AI- 40782 CC APPROVED 9/24/2013.

Attachments

Salary schedule

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/14/2014 09:40 AM
Budget & Management	Debbie Tamez	02/18/2014 04:07 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/12/2014 09:51 AM

Final Approval Date: 02/21/2014

HIDALGO COUNTY SHERIFF'S OFFICE
COPS 13 UNIVERSAL HIRING RETENTION PHASE BUDGET
ANNUAL BUDGET ESTIMATE AS OF FEBRUARY 2014

Slot #	Salary	Longevity Pay (Per Year)	Supplemental Pay(Per Year)	Health Ins. ($469.00 Per Month)	Life Ins. ($37.56 Per Year)	FICA 7.65%	Retirement 10.89%	Unemp. Comp. .57%	Worker's Comp. 2.50%	Total
1	39,140.00	-	1,200.00	5,628.00	37.56	3,086.01	4,393.03	229.94	1,008.50	54,723.04
						-	-	-	-	
2	39,140.00		1,200.00	5,628.00	37.56	3,086.01	4,393.03	229.94	1,008.50	54,723.04
						-	-	-	-	
3	39,140.00	180.00		5,628.00	37.56	3,007.98	4,281.95	224.12	983.00	53,482.61
						-	-	-	-	
4	39,140.00		1,200.00	5,628.00	37.56	3,086.01	4,393.03	229.94	1,008.50	54,723.04
						-	-	-	-	
5	39,140.00	-	-	5,628.00	37.56	2,994.21	4,262.35	223.10	978.50	53,263.72
						-	-	-	-	
6	40,510.00	600.00	-	5,628.00	37.56	3,144.92	4,476.88	234.33	1,027.75	55,659.44
						-	-	-	-	
7	39,140.00	540.00	1,800.00	5,628.00	37.56	3,173.22	4,517.17	236.44	1,037.00	56,109.39
						-	-	-	-	
8	40,510.00	540.00	-	5,628.00	37.56	3,140.33	4,470.35	233.99	1,026.25	55,586.48
						-	-	-	-	
9	40,510.00	540.00	-	5,628.00	37.56	3,140.33	4,470.35	233.99	1,026.25	55,586.48
						-	-	-	-	
10	39,140.00	-	-	5,628.00	37.56	2,994.21	4,262.35	223.10	978.50	53,263.72
						-	-	-	-	
11	39,140.00	-	-	5,628.00	37.56	2,994.21	4,262.35	223.10	978.50	53,263.72
						-	-	-	-	
12	39,140.00	-	-	5,628.00	37.56	2,994.21	4,262.35	223.10	978.50	53,263.72
						-	-	-	-	
13	39,140.00	-	-	5,628.00	37.56	2,994.21	4,262.35	223.10	978.50	53,263.72
Total	512,930.00	2,400.00	5,400.00	73,164.00	488.28	39,835.86	56,707.54	2,968.19	13,018.25	**$ 706,912.12**

TRANSFER IN-GENERAL FUND AMT. 704,579.00

DIFFERENCE $ (2,333.12)

DATE: February 11, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: COPS 13 UNIVERSAL HIRING GRANT

ACCOUNT NUMBER: 4-1284-421-00-280-089-3-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
4-1284-421-00-280-089-3-113	COPS RETENTION-REG F/T EMPLOY	512,930.00
4-1284-421-00-280-089-3-211	COPS RETENTION-HEALTH INSURANCE	73,164.00
4-1284-421-00-280-089-3-212	COPS RETENTION-LIFE INSURANCE	488.28
4-1284-421-00-280-089-3-220	COPS RETENTION-FICA	39,835.86
4-1284-421-00-280-089-3-230	COPS RETENTION-RETIREMENT	56,707.54
4-1284-421-00-280-089-3-250	COPS RETENTION-UNEMPLOYMENT COMP.	2,968.19
4-1284-421-00-280-089-3-260	COPS RETENTION-WORKERS COMP.	13,018.25
	TOTAL APPROPRIATIONS	699,112.12

NOTE: Only appropriating expenditures.

REASON: **To appropriate the budget for the COPS 13 UNIVERSAL HIRING GRANT Retention Phase.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43150 **Sheriff's Office 9. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

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

Approval for requisition # 251878 for 10 Custom 3GB Pooled Data Plans ($40.00 each per month)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Attachments

Sprint

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/12/2014 02:13 PM
Budget & Management	Debbie Tamez	02/14/2014 10:47 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Myra Montoya Started On: 02/12/2014 01:13 PM

Final Approval Date: 02/21/2014

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: SPRINT CUSTOME 3 GB P

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

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

DEPARTMENT:_____ DEPT #:_____

Quantity: 10

Service: $ 40.00 /mo (x) 11 months = 4,400.00 Account: 4-1100-421-00-280-001-0--532

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

Requisition Total: 4,400.00 **Requisition Number:** 251878

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

Signature	Gabriel Castaneda	02/12/2014
Signature	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** SPRINT CUSTOME 3 GB POOLED DATA PLANS

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

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

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

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

Customer Information

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

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	[illegible]
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Institution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Jerry Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR SDD 1780
Cage Code:	
DUNS #:	
Tax ID #:	
Doing Business As:	Sprint

Quote Date:	Feb 5 2014	Contract Vehicle being utilized: DIR SDD 1780	Control # : 120612MLS
Expiration Date:	March 5 2014	24 Month NO ETF	(YYMMDDConsecutive##Initials)

Monthly Recurring Charges

Qty	Retail Pricing	Discount	Monthly Recurring After Discount	Extended Price
10	Custom 3 GB Pooled Data Plans		$40.00	$400.00
10	*Total*			$400.00

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

Sprint
Together with NEXTEL

Sprint Proprietary Information

AI-43145 **Sheriff's Office 9. C.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SHERIFF DEPT.

Information

CAPTION

Approval to appropriate $299,280.00 from the unreserved fund balance in the Sheriff's Federal Sharing - U.S. Department of Treasury (Fund 1228).

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1228-421-00-280-006-0-XXX

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

BUDGETARY IMPACT:

Funds available for the appropriation as of 02/12/14.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/12/2014 11:33 AM
Budget & Management	Debbie Tamez	02/12/2014 03:08 PM
Glinda Pacheco	Glinda Pacheco	02/13/2014 04:02 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Rosie Hinojosa Started On: 02/12/2014 10:36 AM

Final Approval Date: 02/21/2014

DATE: **February 12, 2014**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Sheriff's Federal Sharing - U.S. Department of Treasury**

ACCOUNT NUMBER: **4-1228-421-00-280-006-0-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
4-1228-421-00-280-006-0-432	Repair & Maint. Svcs - Equip. & Vehicles	30,000.00
4-1228-421-00-280-006-0-601	Office & Computer Supplies	2,100.00
4-1228-421-00-280-006-0-619	Other Miscellaneous Supplies	18,780.00
4-1228-421-00-280-006-0-664	Other Minor Equipment	30,440.00
4-1228-421-00-280-006-0-665	Minor Computer Equipment	11,050.00
4-1228-421-00-280-006-0-672	Repair & Maintenance Supplies-Equip. & Vehicles	4,200.00
4-1228-421-00-280-006-0-679	Repair & Maintenance Supplies - Other	960.00
4-1228-421-00-280-006-0-741	Vehicles	94,800.00
4-1228-421-00-280-006-0-745	Computer Equipment	22,000.00
4-1228-421-00-280-006-0-748	Other Equipment	84,950.00
	TOTAL BUDGET INCREASE REQUEST	**299,280.00**

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Treasury Fund Balance (unreserved) for the purchase of (12) vehicles and equipment to outfit these vehicles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT | **DATE** | **ATTEST COUNTY CLERK**

AI-43227 **Sheriff's Office 9. D.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval for County Judge, as authorized official, to sign the State Administrative Agency Extension Request Form for the Operation Stonegarden 2012 grant.

BACKGROUND

Grant Award No: 2012-SR-48215-01
Federal Grant Award No: EMW-2012-SS-00018-S01
Grant Award Amount: $2,100,000.00
Grant Period: 9/1/12 to 2/28/14

Current end date: 2/28/14
Requested end date: 5/31/14

This will be a no-cost extension.

Approval to apply for Operation Stonegarden 2012 was approved by Commissioners' Court on 4/3/12 (AI #31671)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1284-421-00-280-047-5-XXX

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

BUDGETARY IMPACT:

No matching funds are required.

Extension will have no fiscal impact on grant, it will only give additional time to expend the remaining funds.

Attachments

Extension Request

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/18/2014 04:31 PM
Budget & Management	Debbie Tamez	02/19/2014 04:42 PM
Obdett Calzada	Obdett Calzada	02/21/2014 04:11 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/18/2014 03:13 PM

Final Approval Date: 02/21/2014

SAA
Serve Texas. Administer Resources.

State Administrative Agency
Extension Request Form

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 02/18/14 **Agency/Jurisdiction:** Hidalgo County **Region / UASI:** Lower Rio Grande Valley COG

Requestor's Information **Name:** Ramon Garcia **Phone #:** 956-318-2600 **Email:** countyjudge@co.hidalgo.tx.us

Grant Information:

Grant Year: 2012 **Grant:** OPSG

Award Amount: $2,099,806.96

Amt. Invoiced: (Submitted to SAA) $780,676.28

Amt. Uncommitted: $1,238,756.00

Performance Period:

Current End Date: Feb 28, 2014

Requested End Date: May 31, 2014

Project Information:
Please provide the following project information for requested grant & grant year:

Total # of projects sub-grantee is responsible for: 1

Total # of projects completed: 0

List projects included in this extension: If **ALL**, check box ☐
(Please use SPARS titles)

1. Operation Stonegarden 2012
2.
3.
4.
5.
6.

Justification for Extension: (Please be project specific)

Hidalgo County is requesting a no-cost extension on the Operation Stonegarden 2012 grant. The purpose for this extension is for the continuation and support of working collaboratively with the 18 participating agencies on achieving and sustaining the goals and objectives set forth within the Stonegarden mission statement. This extension will provide all participating agencies ample time needed to exhaust their awarded funds, submit appropriate reimbursement documents and execute their original spending plans by the scheduled deadline of May 31, 2014. This approval will allow the Hidalgo County Sheriff's Office and participating agencies to remain consistent with the overall strategic plan and objectives associated with Operation Stonegarden.

Date **Printed Name** (Director/Authorized Official) **Signature** (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: **Date Received:**

Notes or Comments:

☐ APPROVED
☐ DENIED

Date **Printed Name** (Regional POC/UASI POC) **Signature** (RegionalPOC/UASI POC)

NOTE: **Save** a copy of this form for your records.

SAA USE ONLY

STEP 1 -

Grant Coordinator Review

Date Received | GC Initials | BA Initials | Lead Initals | Spvr Initals

☐ APPROVED
☐ DENIED

Notes or Comments:

STEP 2 -

Management Review

Dep. Adm. Initals | Signature - Deputy Assistant Director | Date

☐ APPROVED
☐ DENIED

Notes or Comments:

AI-43215 **Sheriff's Office 9. E.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the Local Border Security Program FY 2014 Grant (LBSP-14).
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2014 (LBSP-14).
5. Approval to appropriate the budget for LBSP-14 grant award in the amount of $174,676.00.

BACKGROUND

1. Authorization to apply for LBSP-14 (AI#41852) approved by Commissioners' Court on 11/26/13.

2. SAA Award Number: LBSP-14-0032

3. Grant Period: February 12, 2014 to August 31, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-080-4-XXX

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

BUDGETARY IMPACT:

No matching funds required.

Revenue acct. 4-1284-334-10-280-080-4-000 Local Border Security Program FY2014

Note: Expenses relating to Health Insurance, Life Insurance, Workers comp., Retirement and Unemployment comp. assigned to the overtime hours are to be charged to the Sheriff's Budget (Account # 4-1100-421-00-280-001-0-XXX).

Attachments

LBSP 2014 Award Docs

Fin Cost Estimate

BA

COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/18/2014 09:11 AM
Budget & Management	Debbie Tamez	02/18/2014 04:58 PM
Manuel Chapa	Manuel Chapa	02/21/2014 02:16 PM
Rosalinda Cantu	Rosie Cantu	02/21/2014 02:25 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/14/2014

Final Approval Date: 02/21/2014

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
MANNY FLORES
STEVEN P. MACH
RANDY WATSON

February 12, 2014

Dear Authorized Official,

Attached are FY2014 Local Border Security Program (LBSP) grant award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions at the top of the first page of the Terms and Conditions, and return all documents as instructed below to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) **no later than March 31, 2014.**

The Grant Recipient Agreement (GRA) which includes the Grant Award, the Terms and Conditions, and attached Exhibits must be filled out, and signed by the person identified (Authorized Official) on the grant award. Signature by anyone else will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Grantee. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award unless the letter indicates otherwise.

Return GRA via E-mail

The FY2014 GRA documents should be returned via email to SAA-LBSP@dps.texas.gov by the date indicated above. Please title the subject line of your email "LBSP" and name of jurisdiction (i.e. LBSP El Paso, City of). Submit the executed (signed) GRA (including a signed Award and the signed Terms and Conditions) as an attachment to the email using the same naming convention (i.e. LBSP Hidalgo County.pdf).

Please retain the original copy of each document submitted to the THSSAA for your records. The grant awards may be withdrawn if all required documents are not completed and submitted to the THSSAA within the deadline established above.

FY2014 LBSP Key Dates

February 12, 2014	Date award Issued to Grantees
March 31, 2014	Deadline for signed Grant Recipient Agreement (GRA) to be returned to the SAA
August 31, 2014	End of Grantee's performance period
October 15, 2014	Liquidation Date (Final invoices/reimbursement requests are due to the THSSAA)

If you have any questions regarding the LBSP grant, please contact Sherry Saba at 512-377-0024.

Sincerely,

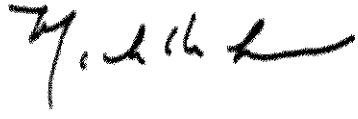
Machelle Pharr
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency

2014 Recipient Grant Award

Sub-Recipient Name:	Hidalgo County
Sub-Recipient Authorized Official and Address:	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
SAA Award Number:	LBSP-14-0032
Amount of Grant:	$174,676.00
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 12, 2014 **To:** August 31, 2014
Date of Grant Award	February 12, 2014
Program Title:	Local Border Security Program FY 2014 (LBSP-14)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

Sub-Recipient Acceptance: I have read, understood and agree to this Grant Recipient Agreement consisting of this Award and the attached Terms & Conditions.

AWARDING AGENCY APPROVAL	**RECIPIENT GRANT ACCEPTANCE**
	
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	Printed Name: Title:
Date: February 12, 2014	Date:

The signed Award with Terms and Conditions must be returned to SAA-LBSP@dps.texas.gov on or before this **Grant Acceptance Due Date**: March 31, 2014

2014 TERMS AND CONDITIONS

Instructions:

The Recipient shall:

1. *Fill in the information and sign the Grant Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A and B 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-LBSP@dps.texas.gov on or before the date provided in the transmittal letter and/or in this Grant.*

1. Grant Recipient Agreement

This Grant Recipient Agreement (consisting of this 2014 Grant 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 "Recipient" or "Grantee." Furthermore, DPS/THSSAA and the Recipient are collectively hereinafter referred to as the "Parties." This Grant Recipient Agreement, or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Recipient Award.

The FY 2014 Local Border Security Program, hereinafter referred to as "LBSP-14," is funded by the Eighty-third Texas Legislature, Regular Session 2013, Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act. The Texas Legislature has appropriated funds for:

a. Overtime and operational costs for increased patrol and investigative capacity for certified peace officers along with other law enforcement support personnel (i.e., Communications Officers/Dispatchers, Jailers); and

b. Certain operational costs incurred as part of these overtime patrols and investigations, such as fuel/mileage and additional costs for minor emergency repairs, such as tire repair, fan belt replacement for vehicles or equipment being used in the program operations (limited to a maximum of $150.00 per incident).

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

2. Overview and Performance Standards

All allocations and use of funds under this Grant must be in accordance with and shall comply with all provisions of the "Local Border Security Program Guide, FY 2014 (LBSP-14)" dated November 8, 2013, which is incorporated by reference herein. Recipient shall read, understand and by signature accept all terms of the Program Guide and these Terms and Conditions as binding.

Standard of Performance. Recipient shall perform all activities and projects which were approved by DPS/THSSAA. Any change to a project shall receive prior written approval by DPS/THSSAA. Recipient shall perform all activities in accordance with all terms and conditions, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Certifications, hereinafter referred to as "**Exhibit A**"
2. Assurances, hereinafter referred to as "**Exhibit B**"

3. Failure to Perform

In the event Recipient fails to comply with any and all required conference calls, meetings, financial reporting requirements, or any requirement of this Grant, in addition to the remedies specified in this Grant, Recipient is liable to DPS/THSSAA for the amount not to exceed the award amount of this Grant and may be barred from applying and receiving additional DPS/THSSAA grant program funds or any other program funds administered by DPS/THSSAA until repayment is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional grant programs administered by DPS/THSSAA.

4. Funding Obligations

A. DPS/THSSAA will not be liable to Recipient for any costs incurred by 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 Recipient Award.

C. DPS/THSSAA will not be liable to Recipient for any cost incurred prior to execution of this Grant.

D. Recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Recipient or that DPS/THSSAA determines has not been spent by 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. Recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, 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 LBSP-14. DPS/THSSAA will not be liable to Recipient for costs which exceed the amount specified in this Grant.

5. Performance Period

The performance period for this Grant is listed on the Grant 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. Recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices to DPS/THSSAA by the end of the performance period. DPS/THSSAA will not be obligated to reimburse expenses incurred or submitted after the performance period.

6. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DPS/THSSAA program legislation, DPS/THSSAA program guidelines, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. State of Texas Uniform Grant Management Standards as developed under the authority of Chapter 783, Texas Government Code

2. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule)

B. Cost Principles

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

2. OMB Circular A-133, Audits of State, Local Governments and Non-Profits

C. Audit Requirements

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

D. Grant Guidance

The "Local Border Security Program Guide FY 2014 (LBSP-14)," available at http://www.txdps.state.tx.us/director_staff/saa/2014LBSPGrantInfo.htm

7. State Requirements for Grants

Recipient shall comply with all 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. 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.

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 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 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 Recipient timely completes and files its reports.

8. Restrictions and General Conditions

A. Use of Funds. DPS/THSSAA grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the 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, State funds may not be used to sue the State of Texas or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of State Legislature, an officer or employee of the State Legislature, or an employee of a Member of the State Legislature in connection with any State action concerning the award or renewal of any State contract, grant, loan, cooperative agreement. Tex. Gov't Code § 556.0055. Recipient shall not use any State 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.

C. Transferring Funds. Recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) or between each year of this Grant

D. 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 Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below.

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

F. Points of Contacts. Within 30 calendar days of any change, Recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact.

G. DUNS Number. 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. If Recipient does not have a DUNS number, it may obtain one by calling 866/705-5711 or going to http://fedgov.dnb.com/webform.

H. Direct Deposit. If Recipient has not received LBSP 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 Recipient shall be emailed to SAA-LBSP@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. 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.

I. Procurements. Recipient shall comply with all applicable state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes state funds awarded under this Grant.

J. Use of DPS/THSSAA Seals and Non-Endorsement. Recipient shall obtain DPS/THSSAA's prior written approval before using its name, seal, logo, crest or reproductions. Funding of this Grant does not equate to endorsement of use of DPS/THSSAA's name.

K. Recipient shall submit the following reports:

1. Border Incident Assessment Report (BIAR): Recipient shall email, fax or hand deliver all BIARs to its supporting JOIC as soon as possible, but no later than 9:00 AM daily following each reporting period.

2 Steady State Report: Steady State activities are defined as normal patrol or investigative duties that do not use these Grant funds, but directly impact the overall LBSP mission. Recipient shall report this information to the Joint Operations and Intelligence Center.

3 Uniform Crime Reporting (UCR): Recipient shall submit UCR data to the Crime Records Division of the Texas Department of Public Safety on a monthly basis.

4 Criminal History Reporting: Recipient shall submit criminal history reporting data, including information on arrest, charges, and dispositions as required by Article 60 of the Texas Code of Criminal Procedure.

5 LBSP-14 Financial Reports. Recipient shall submit financial reports (reimbursement request) preferably on a monthly basis, but at least quarterly.

L. Unified Command (UC) Teleconferences/Meetings. Recipient shall participate in all scheduled UC teleconferences or meetings.

M. Site Visits. DPS/THSSAA, through its authorized representative, has 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 DPS/THSSAA on the premises of Recipient or a contractor under this Grant, 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.

N. Americans with Disabilities Act of 1990. 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.

O. Public Dissemination of Sensitive Information. 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 Recipient without DPS/THSSAA prior written approval.

P. Security Concerns/Violations. Recipient shall inform the DPS/THSSAA's Deputy Assistant Director in writing within two (2) calendar days of 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 Recipient's security procedures, Recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

9. Monitoring

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Recipient's compliance with this Grant and of the adequacy and timeliness of Recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by 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.

10. Audit

Audit of State Funds. 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). 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. Recipient shall provide 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. Recipient shall permit DPS/THSSAA or its authorized representative to audit Recipient's records. Recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. 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. Recipient agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. 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 Recipient relating to this Grant.

11. Retention and Accessibility of Records

Retention of Records. Recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to all applicable state and local laws, rules, and regulations, including but not limited to Tex. Loc. Gov't Code Ch. 203, UGMS §_.42, and this Grant. 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.

Access to Records. 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 Recipient pertaining to this Grant including records concerning the past use of DPS/THSSAA funds. Such rights to access shall continue as long as the records are retained by Recipient. 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. Recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. 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.

12. Legal Authority

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

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

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

13. Notice of Litigation and Claims

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

14. 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 Recipient, regardless of where the individual's actions or omissions occurred.

15. 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.

16. Changes and Amendments

Modification. 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 Recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Recipient is not valid.

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

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA 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 in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Recipient as if written in this Grant.

Effect of Changes in State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in 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 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, Recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient's acceptance of the changes to this Grant.

17. 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.

18. Venue

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

19. Suspension

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

20. 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 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.

21. Enforcement

If 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 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 Recipient or more severe enforcement action by DPS/THSSAA;

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 Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

The costs of Recipient resulting from obligations incurred by Recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA expressly authorizes them in the notice of suspension or termination or subsequently. Other 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 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 Recipient from being subject to "Debarment and Suspension" under E.O. 12549 or 44 C.F.R. §13.35.

22. Conflict of Interest

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

23. Closing of the Grant

A. DPS/THSSAA will close this Grant after receiving Recipient's final 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 Recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Recipient. If Recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Recipient shall return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.

B. At the completion of Recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds, which shall be returned to DPS/THSSAA, and will no longer available to Recipient once de-obligated.

C. The closeout of this Grant does not affect:

1. DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. 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 Recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

[Intentionally left blank]

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 _____

Recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT A

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - Recipient 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. Establishing a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. Recipient'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. Requiring each employee to be engaged in the performance of this 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 this Grant, the employee shall:
      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 calendar days after such conviction.
   E. Notifying DPS/THSSAA within ten calendar 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. 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 this section.

2. **LOBBYING** – Recipient 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 shall notify DPS/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 or sub-contracts at all tiers and will require all sub-recipients and subcontractors to certify accordingly.

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

Print Name of Authorized Official _____

Title _____

Recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES

As the duly authorized representative of Recipient, I certify that Recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of Recipient's governing body or of 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 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 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 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 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. 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 sub-agreements.
11. 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.
12. 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.
13. 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).

14. Shall comply with all State of Texas tax laws and are solely responsible for filing all required state and federal tax forms.
15. Shall comply with all applicable requirements of all state laws, executive orders, regulations, and policies governing this program.
16 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/.
17. 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 B.

Print Name of Authorized Official _____

Title _____

Recipient Organization _____

_____ _____

Signature of Authorized Official Date

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	3	$22.95	$34.43	10	92	$95,013.00	$7,268.49		$102,281.49
Supervisor	1	$27.77	$41.66	10	92	$38,322.60	$2,931.68		$41,254.28
						$133,335.60	10,200.17	**Total Personnel Estimates**	**$143,535.77**

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	4	151	92	$0.560	**$31,140.23**
Fuel Costs					
Other Costs					
			Total Operational Cost Estimate		**$31,140.23**

*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

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$143,535.77
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$31,140.23
Total Expenses	**$174,676.00**

X

Signature of Grant Official

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

Reimbursement: X

ONE TIME Advance Payment Request:

DATE: February 18, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Local Border Security Program FY2014(LBSP-14)

ACCOUNT NUMBER: 4-1284-421-00-280-080-4-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
4-1284-421-00-280-080-4-	131 - Overtime pay	133,335.60
4-1284-421-00-280-080-4-	220 - FICA	10,200.17
4-1284-421-00-280-080-4-	581 - Travel in county	31,140.23
	TOTAL APPROPRIATIONS	174,676.00
4-1284-334-10-280-080-4-000	Local Border Security Program FY2014 (LBSP-14)	174,676.00
	TOTAL REVENUES	174,676.00

REASON: **To appropriate budget for Local Border Security Program FY 2014 to fund overtime, FICA, and operational costs.**

Funding period is February 12, 2014 to August 31, 2014.

Note: Expenses relating to Health Insurance, Life Insurance, Workers comp., Retirement and Unemployment comp. assigned to the overtime hours are to be charged to the Sheriff's Budget (Account # 4-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

February 21, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety – Texas Homeland Security State Administrative Agency. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$174,676.	Award No. LBSP-14-0032

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/24/14
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-43253 **Sheriff's Office 9. F.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SHERIFF DEPT.

Information

CAPTION

Requesting authorization for the County Judge to execute the 2013 Equitable Sharing Agreement and Certification Report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; execution of Equitable Sharing Agreement and Certification Report only.

Attachments

2013 Equitable Sharing Agreement and Certification

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/19/2014 04:16 PM
Budget & Management	Debbie Tamez	02/19/2014 04:46 PM
Manuel Chapa	Manuel Chapa	02/21/2014 09:00 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Rosie Hinojosa Started On: 02/19/2014 04:08 PM

Final Approval Date: 02/21/2014

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ **Police Department** ◉ **Sheriff's Office** ◯ **Task Force (Complete Table A)**
◯ **Prosecutor's Office** ◯ **National Guard Counterdrug Unit** ◯ **Other**

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Hidalgo County Sheriff's Office

NCIC/ORI/Tracking Number: T X 1 0 8 0 0 0 0

Mailing Address: 711 El Cibolo Road, P.O. Box 1228

City: Edinburg **State:** TX **Zip:** 78540

Finance Contact: First: Rosie Last: Hinojosa
Phone: (956) 383-8114 E-mail: rosie.hinojosa@hidalgoso.org

Preparer: First: Rosie Last: Hinojosa
☒ Same as Finance Contact Phone: (956) 383-8114 E-mail: rosie.hinojosa@hidalgoso.org

Independent Public Accountant: E-mail: rickylongoria@bmctexas.com

Last FY End Date: 12/31/2013 **Agency Current FY Budget:** $52,723,134.89

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$1,595,296.29	$1,834,835.59
2	Federal Sharing Funds Received	$333,373.47	$117,865.62
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$1,532.46	$1,623.39
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$1,930,202.22	$1,954,324.60
7	Federal Sharing Funds Spent (total of lines a - m below)	$238,221.20	$411,356.54
8	Ending Balance (difference between line 7 and line 6)	$1,691,981.02	$1,542,968.06

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		$18,707.34
e	Total spent on communications and computers	$151,699.77	$105,144.45
f	Total spent on weapons and protective gear	$5,576.55	$6,277.10
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	$80,944.88	$281,227.65
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	**Total**	$238,221.20	$411,356.54
o	Did your agency receive non-cash assets? ◉ Yes ○ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Photo equipment	$4,792.51	
Office equipment	$2,680.67	
Television & video equipment	$1,092.80	
Vehicles	$69,952.75	$108,086.88
Digital Recorders	$319.96	
Cell phones & accessories	$1,375.65	$575.92
Law enforcement equipment (binoculars)	$609.49	
Payment of miscellaneous expenses on a vehicle awarded by U.S. Marshals Service.	$121.05	$3,643.80
K-9 Expenses		$22,289.75
Lease of (3) vehicles to be used for law enforcement purposes		$12,000.00
Equipment to outfit vehicles (light bars, radar systems, headlights/flashers, speakers, siren, chargeguards, push bumpers)		$90,223.55
Purchase of warranty on radios		$2,054.00
Purchase of decals for the units		$26,004.00
Window tinting for units		$590.00
Expenses to paint units (upkeep)		$15,759.75

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◉ Treasury ○	2004 GMC Savanna Cargo Van, VIN # 1GTFG15T441121421
Justice ◉ Treasury ○	2009 Chevrolet Colorado LT Z71, VIN #1GCDT13E898104028

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	Guadalupe "Lupe" Trevino	Name:	Ramon Garcia
Title:	Hidalgo County Sheriff	Title:	Hidalgo County Judge
Date:		Date:	
E-mail:	sheriff.trevino@hidalgoso.org	E-mail:	ramon.garcia@co.hidalgo.tx.us

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

rosie.hinojosa@hidalgoso.org
gabriel.castaneda@hidalgoso.org

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

○ FY End: 12/31/2013

Date Printed: February 19, 2014 14:24

◉ NCIC: TX1080000 Agency: Hidalgo County Sheriff's Office Phone: (956) 383-8114

○ State: TX Preparer: Rosie Hinojosa E-mail: rosie.hinojosa@hidalgoso.org

AI-42912 **Health & Human Services Dept. 10. A.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Tuberculosis Prevention and Control - Federal grant contract amendment #2014-001400-01. The purpose of this amendment is to increase the grant funding in the amount of $148,732.00, include various requirements and to add Special Provisions.
2. Requesting approval for County Judge to e-sign the TB/PC-Fed contract.
3. Requesting approval of the Certification of Revenue in the amount of $148,732.00.
4. Requesting approval of the budget appropriation in the amount of $148,732.00 from federal funds and $16,125.00 from local match.

BACKGROUND

07/23/13 - AI-39794 - Approval to request additional grant funds.
08/27/13 - AI-40214 - Acceptance of original TB/PC-Fed FY 14 grant contract.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-011-4-XXX

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

BUDGETARY IMPACT:

Attachments

Grant Contract Amendment
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/30/2014 08:31 AM
Mike Escaname (Originator)	Mike Escaname	02/20/2014 02:03 PM
Budget & Management	Debbie Tamez	02/20/2014 02:58 PM
Rosalinda Cantu	Rosie Cantu	02/21/2014 09:52 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Mike Escaname Started On: 01/29/2014 04:25 PM

Final Approval Date: 02/21/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001400-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $428,212.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

This November amendment contains various requirements, with concurrent adjustments made to the Budget. Special Provisions have been added and are located in Section16 of this Program Attachment.

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area the Contractor shall develop and provide: services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall not use funds under this contract to support clinical care such as physician and nursing services and medication purchases.

Contractor may use funds under this contract to support any or all of the following activities:
• Directly observed therapy (DOT);
• Contact Investigations;
• Surveillance;
• Reporting;
• Data analyses;
• Cluster investigations; and/or
• Provider Education

Funds under this contract may support FTEs based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

Contractor shall provide the services outlined above in compliance with the following:

• DSHS Standards of Performance for the Prevention and Control of Tuberculosis, http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc;
• DSHS Standards for Public Health Clinic Services, http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf;
• DSHS TB Policy and Procedures Manual, http://www.dshs.state.tx.us/idcu/disease/tb/publications/;
• American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
• Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
• Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
• Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
• Updated: Adverse Event Data and Revised ATS/CDC Recommendations Against the Use of Rifampin

and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;
• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm; and
• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:
• Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
• Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Tuberculosis Services Branch work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

B. REPORTING:

Contractor shall provide a complete and accurate annual narrative report, covering the period from January to December 2013, in the format provided by DSHS, demonstrating compliance with the requirements of the Renewal Program Attachments in place during that time period. That report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The narrative report is due by February 14, 2014. A progress report of activities in January to May 2014 shall also be submitted in a format provided by DSHS. The Progress Report is due on July 15, 2014. These reports shall be sent to: Department of State Health Services, Tuberculosis Services Branch, Mail Code 1939, P.O. Box 149347, Austin, Texas 78714-9347 or by e-mail to TBContractReporting@dshs.state.tx.us. If the Contractor sends the report to the DSHS Health Service Region, the deadline for submission to the TB Service Branch remains unchanged. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT). If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less; *Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If data indicates a compliance rate for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.8%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 47% then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS.

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the

schedule provided herein. If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 82.5 %, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported. If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival. Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment. Measure of less than 68%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment. Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 14, 2014, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:
Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00064 | FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Reprt	Triannual	January 1, 2013	December 31, 2013	February 14, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	September 1, 2013	December 31, 2013	January 31, 201
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	January 1, 2014	March 31, 2014	April 30, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	April 1, 2014	June 30, 2014	July 31, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	July 1, 2014	August 31, 2014	October 30, 201

16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Article III, Funding Section 3.03, Use of Funds, is amended to include the following:

Contractor is allocated $135,529.33 from September 1, 2013 – December 31, 2013.
Contractor is allocated $292,682.67 from January 1, 2014 – August 31, 2014.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Article III. FUNDING, Section 3.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income, including income generated through Medicaid billings for TB related clinic services. Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE IV, Payment Methods and Restrictions Section 4.02, Billing Submission is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than February 28, 2014 for costs incurred between the service dates of September 1, 2013 and December 31, 2013.

General Provisions, Article IV, Payment Methods and Restrictions, Section 4.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 28, 2014 for costs incurred between the services dates of September 1, 2013 and December 31, 2013. Expenditures with service dates from September 1, 2013 to December 31, 2013 will not be paid if

submitted after February 28, 2014.

General Provisions, ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.05 Financial Status Reports, is amended to include the following:

Contactor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2013 through December 31, 2013. Quarter two shall include January 1, 2014 through March 31, 2014. Quarter three shall include April 1, 2014 through June 30, 2014. Quarter four shall include July 1, 2014 through August 31, 2014. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, Article XIII. General Terms, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document) 2014-001400-01
b. General Provisions Subrecipient General Provisions
c. Attachments Budgets
d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Hidalgo County
Vendor Identification Number: 17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-001400-00
Proposal ID: DCPS-2014-Hidalgo -00012

Program ID: TB/PC-FED
Procurement ID: GST-2012-Solicitation-00064
Procurement Name: FY14 TB/FED

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$293,472	$81,628	$0	$375,100
Fringe Benefits	$94,351	$26,243	$0	$120,594
Travel	$11,300	$0	$0	$11,300
Equipment	$0	$0	$0	$0
Supplies	$29,089	$0	$0	$29,089
Contractual	$0	$0	$0	$0
Other	$0	$0	$0	$0
Total Direct Costs	$428,212	$107,871	$0	$536,083
Indirect Costs		$0	$0	$0
Totals:	**$428,212**	**$107,871**	**$0**	**$536,083**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: 20.00%
Calculated Match Percentage: 25.19%
Required Match Amount: $85,642
Calculated Match Amount: $107,871

Source of Cash Match Funds
Personnel, Fringe

18 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

DATE: February 20, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-011-4-XXX TB ELIMINATION

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-011-4-113	TB Elim - Reg F/T Employees	$ 96,299.00
Fringes		
4-1293-441-00-340-011-4-211	TB Elim - Health Insurance	$ 12,303.00
4-1293-441-00-340-011-4-212	TB Elim - Life Insurance	$ 103.00
4-1293-441-00-340-011-4-220	TB Elim - FICA	$ 7,254.00
4-1293-441-00-340-011-4-230	TB Elim - Retirement	$ 9,787.00
4-1293-441-00-340-011-4-250	TB Elim - Unemployment Comp	$ 934.00
4-1293-441-00-340-011-4-260	TB Elim - Workers Comp	$ 355.00
Travel		
4-1293-441-00-340-011-4-581	TB Elim - In County - Travel	$ 11,300.00
Supplies		
4-1293-441-00-340-011-4-601	TB Elim - Office & Computer Supplies	$ 6,600.00
4-1293-441-00-340-011-4-604	TB Elim - Medical & Laboratory Supplies	$ 2,044.00
4-1293-441-00-340-011-4-665	TB Elim - Minor Computer Equipment	$ 7,012.00
4-1293-441-00-340-011-4-748	TB Elim - Other Equipment	$ 10,866.00
	TOTAL APPROPRIATION	$ 164,857.00
4-1293-331-12-340-011-4-000	TB Elim - Revenue	$ 148,732.00
4-1293-391-01-000-100-4-000	Transfer In - General Fund	$ 16,125.00
4-1100-491-01-000-293-4-891	Transfers Out - Health Grants	$ 16,125.00
	TOTAL APPROPRIATION	$ 164,857.00

REASON: To appropriate the TB Prevention & Control - Federal grant amendment for FY 14.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-43142 **Health & Human Services Dept. 10. B.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Public hearing to consider public comments for the Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, pursuant to Texas Health & Safety Code Ann. Section 437.001 ET Seq., as amended; 25 Texas Administrative Code Section 229.161 - 229.171, 229.173 - 229.175, as amended; 25 Texas Administrative Code section 229.373, as amended.
Topics for discussion include:

1. Fee changes
2. Permit application process
3. Inspections
4. Parking, water and electricity agreements
5. Push cart regulations
6. Flea market requirements
7. Mobile food vendor requirements

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact
Public Hearing to consider public comments...

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:33 AM
Manuel Chapa	Manuel Chapa	02/21/2014 03:46 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Mike Escaname Started On: 02/12/2014 09:54 AM

Final Approval Date: 02/21/2014

REFERENCE

Form FE.1.1 "How to start a food business in Hidalgo County"
Form FE.1.2 "Food vendor permit application"
Form FE.1.3 "What kind of food permit do I need?"
Form FE.1.4 "Obtaining a temporary food vendor permit"
Form FE.1.5 "Restroom Agreement for Mobile Food Vendors"
Form FE.1.6 "Electricity Agreement for Mobile Food Vendors"
Form FE.1.7 "Requirements for a food vendor"
Form FE 1.8 "Daily activity log"
Form FE 1.9 "Maintenance and Service log"

PREFACE

Hidalgo County Health & Human Services - Environmental Division (HCHHS-ED) is authorized to enforce state and federal laws and rules adopted under state law concerning food service establishments, retail food stores, mobile food units, and roadside food vendors, pursuant to Texas Health and Safety Code Section 437.002(a), as amended. TEX. HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq*., as amended. 25 TEX. ADM. CODE §§ 229.161-229.171,229.173 -229.175, as amended. HCHHS is a participating agency in the FDA Voluntary National Retail Food Regulatory Program Standards, 2011.

To enforce state law and rules adopted under state law, Hidalgo County by order may require food service establishments, retail food stores, mobile food units, and roadside food vendors in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, to obtain a permit from the County. TEX. HEALTH & SAFETY CODE ANN. §437.003, as amended. 25 TEX. ADM. CODE § 229.373, as amended.

Pursuant to Texas Administration Code Title 25, Chapter 229, Section 169(a)(1), Hidalgo County may impose additional requirements to protect against health hazards related to the conduct of food establishments as a mobile operation, may prohibit the sale of some or all potentially hazardous food, and when no health hazard will result, may waive or modify certain requirements relating to physical facilities. 25 TEX. ADM. CODE § 229 .169(a)(1), as amended.

I. PURPOSE

The purpose of these Rules is to safeguard public health and better assure that consumers obtain food that is safe, unadulterated, and honestly presented by establishing uniform monitoring for food establishments in the unincorporated areas of

Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality, or a municipality that does not have a health department.

II. DEFINITIONS

Words and phrases used in these Rules shall have the meanings provided in Health and Safety Code, Chapter 437 and Texas Administrative Code Title 25, Chapter 229. TEX. HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq*., as amended. 25 TEX. ADM. CODE §§ 229.161 -229.171, and 229.173 -229.175, as amended.

III. PERMITS

A. No person shall operate a food establishment in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, without having a permit issued by HCHHS-ED. Permits are not transferable from one person to another or from one location to another location, except as permitted by these Rules. A valid permit must be posted in or on every food establishment in a conspicuous place. Only a person who complies with the requirements of state law and regulations and these Rules shall be entitled to a permit.

B. A food establishment operated solely by a nonprofit organization is exempt from the permitting requirement of these Rules, but is not exempt from compliance with state law and regulations. An organization claiming exemption from these Rules as a nonprofit organization shall provide HCHHS-ED with such documentation as HCHHS-ED deems necessary to prove the establishment's current tax-exempt status as a nonprofit organization.

C. An establishment is not a food establishment for the purposes of these Rules if it is excluded from the definition of food establishment under Texas Administrative Code Title 25, Chapter 229, Section 162(40), as amended. 25 TEX. ADM. CODE § 229.162(40), as amended.

D. If an inspector finds that a food vendor is operating without a valid permit issued by HCHHS-ED, the food establishment will be closed for business until the permit is appropriately acquired by the vendor at HCHHS-ED.

1. 1st violation: Verbal and/or written notice to begin permitting process before next operational period.
   a. Establishment/vendor must close for business until permit is obtained.
2. 2nd violation: If same vendor continues to operate without a valid permit
   a. Vendor will be closed for business until valid permit is obtained.
   b. Voluntary destruction of food product will be requested by inspector. (Texas Food Establishment Rules 229.161 -175) and
   c. Citation issued to vendor

IV. ISSUANCE OF PERMIT

A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by HCHHS. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the applicable fee, and signature of applicant(s). An incomplete application will not be processed, even if initially accepted. Failure to provide all required information or falsifying information required may result in denial or revocation of the permit. Payment for a permit by a check that is returned for insufficient funds may result in revocation of the permit. Renewals of permits are required on an annual basis, unless otherwise specified and the same information is required for a renewal permit as for an initial permit.

B. Prior to the approval of an initial permit or the renewal of an existing permit, HCHHS shall inspect the proposed food establishment to determine compliance with state law and local regulations. The applicant or permit holder must pay all applicable fees before a permit is issued.

C. Any person desiring to construct or extensively remodel a food establishment and whenever a fixed existing structure is converted to use as a food establishment, a person must comply with policies and procedures of the Hidalgo County Planning Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.

D. The person must present to HCHHS-ED: a routing sheet with approval from Planning Department, Environmental Health (OSSF Division), Environmental Compliance, and an approved inspection from Fire Marshal. No permit shall be issued until HCHHS-ED determines by final inspection that all construction, remodeling or conversion has been performed in accordance with the approved plans and specifications.

E. Whenever a food establishment is constructed or extensively remodeled, or whenever a fixed existing establishment is converted to a food establishment, at least one pre-opening inspection shall be made. The purpose of the pre-opening inspection(s) is to ensure compliance with the approved submitted plans, state law, federal regulations, and rules adopted by Hidalgo County.

1. Flea market facilities with a permanent restaurant must obtain a food establishment permit and comply with all requirements A-D.

F. There shall be an annual renewal, unless otherwise specified of a permit issued under these Rules. The renewal process shall be initiated by inspection to assure compliance with federal, state, and local regulations adopted by Hidalgo County.

G. Any false statement made in an application, inspection, and/or maintenance log is a basis for denial or revocation of the permit.

1. A mobile food vendor must present at every inspection a maintenance log of waste disposal and corresponding receipts.
2. The permit-holder shall maintain a log of all daily operational periods to include:
    a. date of operation
    b. time open for business
    c. time closed for business
    d. location of operation.

H. Prior to the issuance of a permit, the applicant or permit holder must pay all applicable fees, which may include a new facility inspection fee. HCHHS shall issue a permit to the applicant only if its inspection reveals that the food establishment complies with requirements of these Rules and state law and regulations.

J. An applicant or permit holder that does not comply with federal, state law and local regulations may be denied a permit or the renewal of a permit.

V. ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS. 25 TEX. ADM. CODE § 229.169 HIDALGO COUNTY COMMISSIONERS COURT

A. All mobile food establishments including pushcarts and roadside food vendors, shall be readily identifiable by business name, printed in bold black letters not less than three (3) inches in height, no less than one and one-half (1.5) inches in width, permanently affixed, and prominently displayed upon at least two (2) sides of the units.

B. Prior to the approval of the initial permit or renewal of an existing permit, the applicant or permit holder shall provide written details or plans regarding the systems installed for approved water source, distribution, delivery, and retention and for waste, sewage, and wastewater retention, drainage, and disposal or removal. In addition, a person must comply with policies and procedures of the Hidalgo County Planning Department, Right of Way Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.

C. The person must present to HCHHS-ED: a routing sheet with approval from Planning Department, Environmental Health (OSSF Division), Environmental Compliance, and an approved inspection from Fire Marshal. No permit shall be issued until HCHHS-ED determines by final inspection that all referenced County departments recommend approval for the mobile food vendor permit according to the proposed specifications listed on the application.

D. A pushcart unit shall not exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height including a unit's shade umbrella. In the event of an emergency situation, the unit shall be easily movable, controllable, and maneuverable by one (1)

person when the unit is fully loaded. The bottom of the unit shall be at least one (1) foot from the ground. The unit shall not be self-propelled.

1. The unit must have at least 2 (two) reflective devices on each side to be seen in low-light conditions.
2. The unit must be affiliated with a certified commercial vendor.
3. The operator of the unit must wear a reflective safety vest at all times while the unit is in operation.
4. Shall only sell pre-packaged, sealed foods and/or beverages.
5. Shall not sell or prepare fresh food and/or beverages, hot or cold, on the unit.

E. Live animals shall be excluded from the immediate adjacent onsite or adjoining property within 100 feet of surrounding areas of all mobile food establishments.

F. If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located on an onsite or adjoining property within 300 feet of the mobile food establishment. Upon application for a permit hereunder, a mobile unit operator must provide HCHHS-ED with written and notarized permission by the owner of the toilet facility for use of restrooms by the permit holder and corresponding schedule every 120 days. A mobile unit may not operate when the facility providing the toilet facilities are not accessible. Restroom facilities must be located within a building and must include a flush-type toilet and hand lavatory supplied with hot and cold running water under pressure. If the toilet facilities are Port-A-Cans or similar facilities, the permit will not be approved. This provision does not apply to restricted mobile units (i.e., mobile units that do not engage in any food preparation.).

G. All motor vehicles and/or pull trailers operating as mobile food establishments upon open roads, streets, and highways shall maintain a current Texas motor vehicle inspection sticker and a current Texas motor-vehicle license-plate registration sticker.

1. All mobile units, including push carts, must comply with all Texas Traffic and Safety Laws while the unit is in operation; including Section 285.001 of the Texas Transportation Code, as amended.

H. All mobile vehicles must be commercial grade, generator-powered, and certified to meet all State health standards and Texas Department of Transportation standards.

I. If a mobile vendor is going to utilize electricity of an adjacent commercial business by plugging into an electrical outlet during hours of operation, the mobile vendor must submit a notarized letter of permission for use of electricity by the commercial business owner.

1. The letter should be updated every 120 days and be on file with HCHHS-ED.
2. Outlet must comply with Hidalgo County Fire Marshal, National Fire Protection Association, and International Code Council – International Fire Code rules, regulations, and standards.
3. Outlet must be a standard plug-in type and all cords readily removable.

J. All mobile food vendors serving fresh food must do so in single-serve, single-use containers designed for transport.

K. Flea market establishments allowing the sale of food:

1. Permanent structure food court must have:
    a. Restroom facilities within 300 feet
    b. Plumbing with hot and cold water
    c. Proper waste disposal and
    d. A permanent structure food court shall consist of at least two (2) or more food vendors operating from a permanent or semi-permanent structure (i.e., not readily moveable).
2. Mobile vendor food courts must have:
    a. Restroom facilities within 300 feet
    b. Paved parking space
    c. Electrical outlet and
    d. Waste disposal connection
3. All flea market food vendors regardless of type must be in compliance with Hidalgo County Planning Department, Right of Way Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.
4. Flea market owners with a permanent or mobile food court must maintain a current Food Manager's Certification at all times of operation.
5. All persons engaged in the sale and/or preparation of food must maintain a current Food Handler's Certification at all times of operation.

L. Mobile Vendor Food Courts

1. Mobile vendor food courts must have:
    a. Paved parking space
    b. Electrical outlet
    c. Waste disposal connection and
    d. Appropriate restroom facilities within 300 feet of mobile food vendor vehicles

VI. ADDITIONAL REQUIREMENTS

A. As approved by Order by the Hidalgo County Commissioners Court, HCHHS may impose additional requirements for all food establishments, as follows:

1. Food Manager's Certificate: The owner of the food establishment and the Manager of the food establishment must obtain a Food Manager's Certificate before a permit is issued.

2. Food Handler's Certificate: All employees of a food establishment must obtain a Food Handler's Certificate.

a. The Food Handler's Class will be conducted at HCHHS as scheduled.

b. The individual must call the HCHHS-ED to register for the class.

c. Term: The Food Handler's Certificate shall be valid for two (2) years from the date issued.

d. Fee: A fee of $20.00 (twenty dollars) shall be paid prior to attending the Food Handler's Class.

e. A picture identification card will be issued to each individual that satisfactorily completes all requirements of the Food Handler's Class.

B. As approved by Order of the Hidalgo County Commissioners Court, HCHHS may impose additional requirements for all mobile food vendors, as follows:

1. Display: A valid decal shall be displayed by a mobile food vendor.

a. Outside of the service window on the left or right side, used in connection with the mobile food vending operation.

b. On the trailer fender above the tailgate and license plate of an open, flat bed or enclosed trailer used in connection with the mobile food vending operation.

c. At the top right-hand corner on the front of a pushcart, used in connection with the mobile food vending operation.

d. Non-transferability: Mobile food vendor permits shall not be transferred or assigned to alternate units and shall be considered revoked should the character of the food vending operation be changed from that specified in the permit.

2. Term: Mobile food vendor permits shall be valid for one (1) year from the date of issue unless sooner suspended or revoked.
a. Mobile food vendors shall be required to submit to a scheduled inspection every 120 days at Hidalgo County Health & Human Services Environmental Division. Failure to submit to scheduled inspection shall be grounds for suspension or revocation of vendor permit.

3. Notice: All mobile food vendors shall provide and maintain on file with HCHHS Environmental Division current hours of operation at all times.
a. All vendors are subject to random inspection during normal business hours.

4. Violation(s): during a scheduled or random inspection

a. Verbal and/or written notice to correct violation(s): May be issued at the discretion of the inspector depending on the type and severity of the violation(s).

1. 1st violation: Establishment must close for business until violations are corrected.

a. These violations must be fixed on-site or within the allotted time specified by the inspector.

b. Voluntary disposal of food product may be requested by the inspector.

c. Citation may be issued by inspector

2. 2nd violation: If vendor does not comply within the allotted time, the permit shall be suspended or revoked until violations are corrected.

a. Voluntary disposal of food product may be requested by the inspector.

b. Citation may be issued by inspector.

VII. APPLICATION AFTER REVOCATION

Whenever a revocation of a permit has become final, the holder of the revoked permit shall make written application for a new permit, and the food establishment may be required to submit plans and be subject to a pre-opening inspection.

VIII. CRIMINAL PENALTY

A. A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by Hidalgo County. TEX. HEALTH & SAFETY CODE ANN. § 437.016, as amended.

B. An offense under this Section is a Class C Misdemeanor.

C. Each day on which a violation occurs constitutes a separate offense.

IX. INJUNCTION

The District Attorney of Hidalgo County may sue in district court to enjoin a food establishment, retail food store, mobile food unit, or roadside food vendor from operating without a permit, if one is required. TEX. HEALTH & SAFETY CODE ANN. § 437.015, as amended.

X. FEES

The following fees are to be paid in connection with applications submitted pursuant to these Rules for the issuance or renewal of a permit.

Type of Establishment	Fee
*Temporary Food Permit (14 days)	$25.00
**Mobile Food Vendor Permit (1 year)	$100.00
Food Establishments with 1 – 10 employees	$100.00
Food Establishments with 10 – 20 employees	$125.00
Food Establishments with 21 or more employees	$150.00

*Separate businesses occupying the same booth must purchase individual permits. A business or individual who operates more than one booth at an event must designate the specific location of each booth at the event and must purchase a separate permit for each booth location.

**If a mobile food vendor has more than one (1) mobile unit to conduct the sale of food products, a separate permit must be obtained for each mobile unit.

XI. ENFORCEMENT

The provisions of these Rules shall be enforced by the Chief Administrative Officer of HCHHS (the CAO) or the CAO's authorized representative. It shall be a violation of these Rules for any person in a food establishment to deny access to the CAO or authorized representatives in the performance of the CAO’s duties.

HCHHS employees who are not police officers but who have been trained to enforce the health and safety laws relating to food, water, waste control, general sanitation, or vector control are authorized pursuant to Sections 121.031 and 121.032 of the Texas Health and Safety Code and these Rules by Order of Hidalgo County Commissioners Court, to issue citations for violations occurring in the unincorporated areas of Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality. Such citations must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court.

XII. SEVERABILITY

If any section, subsection, clause, phrase, or portion of these Rules is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of these Rules.

Environmental Health

Hidalgo County Health & Human Services Department

1304 S. 25th Street Edinburg, TX 78542 Phone (956) 383-0111 Fax (956) 383-7351

Starting A Food Business in Hidalgo County

This guide is for prospective operators of Food Enterprises (food establishments, retail food stores, food warehouse, and food processors) operating within the jurisdiction of Hidalgo County. These establishments fall under the regulatory responsibility of Hidalgo County Health and Human Services Department. Guidelines for Farmers markets, Mobile Vendors and temporary Food Events are found at 1304 S 25th St Edinburg, TX 78542, or at http://www.hchd.org/environmentalhealth

Hidalgo County is divided into 5 sections , each having a designated Health Inspector. Your Health Inspector will assist you with questions on pre-opening process for Food Enterprises. Contact the Health Department Plan Review Desk (956) 383-0111 for questions concerning your building plans. Staff is also available to assist with questions on Food manager Certification, Food Handler Registration and application & inspection payments. Call us at (956) 383-0111 to contact your designated Health Inspector or our administrative staff.

Some incorporated cities within Hidalgo County also have contracts for Food Enterprise inspections with HCHHSD. The city offices in the cities will advise you if this is the case where you are operating. Almost all categories of Food Enterprises require approval from HCHHSD.

Home Preparation of Food Prohibited

Except for those business that meet the requirements of a Cottage Food Industry, home preparation of food for public consumption is prohibited. All food that is to be consumed by the public, whether free or for dale, must be prepared at a permitted establishment that is inspected by federal, state, or local Health Authority.

Cottage Food Industry

A cottage food production operation is not required to have a Hidalgo County food permit. Before operating a food business, check with other Hidalgo County Departments to determine if there are laws or ordinances, such as zoning, that will affect your business. For information on the Cottage Food Industry visit: http://www.texascottagefoodlaw.com/

Operating Permits – Food Enterprises

The Food Enterprise application is available at 1) Hidalgo County Health department – Environmental Division located at 1304 S. 25th St Edinburg, TX 78542 2) our website, http://www.hchd.org/environmentalhealth . We recommend you submit a fully completed application and fees one month prior to your anticipated opening date. This gives our staff the needed lead time to process it and schedule any needed pre-opening inspections. Our staff thoroughly reviews each form to ensure accuracy of info provided. Incomplete applications will delay your approval.

Food permits are in effect for one year from the first of the month of the month it was issue, and are renewable each year, thereafter, when the appropriate fee is paid and the enterprise remains in compliance with Health Dept regulations.

Operating Permit: Posting Requirements

A permit holder or person in charge of a Food Enterprise shall post a permit required by Hidalgo County Code in a prominent public location clearly visible to the general public and to patrons. A permit is clearly visible to the general public and to patrons if it is:

1. Posted in the front window of the enterprise within 5 feet of the front door; or
2. Posted in a display case mounted on the outside front wall of the enterprise within 5 feet of the front door; or
3. Posted on the drive – through menu board of a drive – through enterprise, in addition to posting in locations 1 and 2 of this section; or
4. In the Food enterprise is operated in a space that prevents posting the permit as required in 1 and 3, the permit shall be posted in the initial patron contact area, on the menu board or counter of the enterprise, or in a location determined by the Health Authority to ensure proper notice to the general public and patrons.

Permit Fees

1 to 10 employees $ 100.00

11 - 20 employees $ 125.00

21 or more employees $150.00

Temporary Food permit $ 25.00

Mobile Vendor $ 100.00

Health Department Plan Notes

1. **Refrigeration** All refrigerated units are to hold foods at or below 41 F.
2. **Restrooms** If the facility has only carry -out or seating for less than 20 people, and less than 10 employees, then only one employee restroom is required by the Health Dept. Two restrooms are required if alcohol is served on the premises or more than 20 seats are provided. Each restroom must have a hand sink with hot (at least 100º) and cold water, mechanical air ventilation to the outside, and a solid, self closing door. Restrooms may not ope directly into a kitchen. The total number of restrooms for a childcare facility is dependent on the "minimum standards" of the Texas Dept. of Family and Protective Services as it relates to childcare.
3. **Sinks A. Hand washing Sinks:**Shall be located to allow convenient use by employees in food preparation, food dispensing, ware wash areas, and any wait station where ice is dispensed, bar area or in a walk-in where meat is cut or trimmed. At least one hand sink will be required; additional, separate hand sinks may also be required. Small kitchens with small prep and ware washing in close proximity may be allowed to use one hand sink to serve both activities. Other hand sinks must be associated with restrooms. Provide at least 12" tall splash guards if a hand sink is located near food prep, open food, ice, or clean food contact surfaces. Otherwise, the hand sink must have at least 18" lateral separation from these. A sign or poster that notifies food employees to wash their hands shall be provided to all hand washing sinks and be clarity visible. A small, swinging door (as in a bar area) could separate a hand sink from a work area, otherwise no doors separating hand sink from work areas.

Each sink must be supplied with hot (100º) and cold water, soap and disposable towels. Childcare facilities must have hot water in the diaper changing area and kitchen. If plans do not provide sufficient hand sinks to meet the requirements of the facility you will be asked to provide a revised plan with additional hand sinks.

B. Ware Wash Area:A commercial dishwasher or 3 compartment sink is required in most cases. Dish machines must be able to effectively sanitize all equipment and utensils. They must dispense a chemical sanitizer or provide a final rinse of at least 180º F. (single, stationary rack machines are required to reach 165º in the sanitize cycle), Test strips are required. Above-the-counter dish machines are required to have type II vent-hood.

Were washing sinks shall be of sufficient size to immerse the largest piece of equipment. Cold and hot (100º minimum) water under pressure delivered through a mixing valve shall be provided. Provide at least 2 integral drain board and a mobile dish cart. Drying racks or shelves will aid in adequately air drying all wares. Facilities with very limited ware washing and using disposable containers may request a variance to install a 2 compartment sink (example: convenience store). These sinks are required to have a drain board.

C. Solid Waste: Dumpster and grease barrels shall rest on a machine laid or concrete pad. These containers must have a tight fitting lids and drain plugs in place.

D. Outdoor Cooking facilities: barbeque pits or smokers shall be enclose, and if screened in, at least 1/16" mesh screen is required. They shall rest on a concrete or asphalt pad. The meat may only be placed on the smoker; no food prep allowed in this enclosure. Any seasoning, cutting, etc. must take place inside the establishment. Outdoor bars and wait stations will be approved on a case by case basis by the dept.

E. Water and Sewer Systems: All private on site sewage facilities and wells serving a new Food Enterprise, an exclusively remodeled Food Enterprise, or a Food Enterprise coming under new ownership must meet current standards. These systems are required to be evaluated with respect to weather the system (a) meets current standards and (b) is adequate for the proposed use.

Contact the following agencies to ensure your system is adequate.

Environmental Health Division (956) 383-0111 and 0112

F. Food Contact Surfaces: Stainless steel, Formica, polished marble, corian, machined stone, approved ceramics or plastics may be used for food contact surfaces.

Hidalgo County Food Enterprise Food Handler Registration

Food handler registration is required for Food Enterprise employees.

At the time of your annual permit renewal Food Operators are notified to provide a list of all employees and shall indicate which are registered with Hidalgo County either as a Food Handler or Food Manager.

We offer classroom classes in English and Spanish.

Exemptions.

1. A nonprofit organization that serves food only to members of the organization;
2. A food processing plant that is inspected at least once a week by a state or federal food sanitation inspector or that only stores prepackaged food that is not potentially hazardous;
3. A mobile food establishment that offers only prepackaged food, if a certified food manager is in charged at a central preparation facility that supplies the products for the vending machine or mobile food establishment;
4. A Temporary Event;

Hidalgo County Food Enterprise Food Manager Registration

A Food Manager Certificate is recognition that a person has received training in food sanitation.

The Hidalgo County requires the majority of permitted Food Enterprises in Hidalgo County to have one employee to be currently registered as a Certified Food Manager.

Exemptions

1. A Food Enterprise that provides only beverages or prepackaged food that is not a potentially hazardous food.
2. A nonprofit organization that serves food only to members of the organization;
3. A food processing plant that is inspected at least once each week by a state or federal food sanitation inspector or that only stores prepackaged food that is not potentially hazardous.
4. A Mobile Food Establishment that offers only prepackaged food, if a certified Food Manager (CFM) is in charge at a Central Preparation Facility that supplies the products for the vending machines or Mobile Food Establishment.
5. A Temporary Event.

Hidalgo County Health & Human Services Department

Environmental Division

1304 S. 25th Street Edinburg, TX 78542

Phone (956) 383-0111 Fax (956) 383-7351

http://www.hchd.org/index.html

Application for **Mobile Food Vendors** Permit

NOTE: This application must be filled out completely. **INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.** Applications for a permit to operate does not guarantee that a permit will be granted. Permit approval is based upon the establishment or mobile food unit's compliance with state and local Health requirements. **MOBILE UNITS MUST BE PRESENT TO ISSUE PERMIT.**

CHECK ALL THAT APPLY: This mobile food vendor will operate within: ( ) Hidalgo County ( ) Other _____.

Mobile Vendor Business Name::_____
_____.

Mobile Vendor Owner:_____
_____**Phone:**_____.

Mobile Vendor Responsibility Party:_____
Phone:_____.

Residence Address:_____
City:_____ State:_____ Zip Code:_____.

Date of Birth:_____ Identification Number/State:_____ Number of employees:_____.

E-Mail address (not required):_____ Hours of Operation:_____.

Mail Renewals to:_____
City:_____ State:_____ Zip Code:_____.

Check One: ( ) Proprietorship ( ) Partnership ( ) Corporation

Type of Vendor: ( ) Unrestricted (open food) ( ) Restricted (Prepackaged)

Vehicle: ( ) truck, ( ) Van, ( ) Step-van ( ) Trailer, ( ) Pushcart, ( ) Car, ( ) Other (specify) _____.

Vehicle Make _____
Model_____
Year_____.

Color_____ License Plate # _____
State_____ Zip Code_____.

Name of Central Preparation Facility (CPF):_____ _____.

Address_____
City_____ State_____ Zip Code_____.

Phone_____ Owner / Manager's Name _____.

Type of Food to be Sold From Mobile Unit: _____ _____.

Days and Times working at CPF_____ _____.

The mobile food unit must be inspected and have a permit affixed to it. Permit expiration date is indicated on the permit. Annual permit fees are based on the type of operation, and is as follows:

Hidalgo County

All Mobile Food Vendor Permits $100.00

Fee payable to Hidalgo County Health and Human Services Department (HCHHSD)

All the information contained in this application is true and correct to the best of the applicant's knowledge and belief. Applicant acknowledges that the permit applied for shall be subject to all provisions of the orders and ordinances of Hidalgo County under which the permit is granted, and shall be subject to all provisions and statues and ruled adopted under the statues of the State of Texas governing food service establishments, retail food stores, mobile food units and roadside food vendors.

_____

Signature of Applicant Date

Additional Permit Requirements for Mobile Vendors

County of Hidalgo, Texas

The Information detailed below must be adhered to in addition to the statements made above for Mobile Food Vendors operating within the limits of Hidalgo County. Also, please contact Hidalgo County Planning Department at 956-318-2840 to determine if the site(s) used for vending is/are approved. Hidalgo County Health Department approval does not guarantee approval with other County Departments. These rules ***do not*** apply to the incorporated areas of Hidalgo County (City Limits). If any of the items below are missing from your application your permit may not be issue.

Vendor Staff

□ □ **Proof of Texas sales and use tax permit.** This permit application is available at: **http://www.window.state.tx.us/taxpermit**. For additional questions, call 1-800-252-5555.

□ □ **Itinerary Route.** This itinerary should include locations where sales occur. Your itinerary should be updated on a quarterly basis. For new operators, use your best judgment. A sample route sheet is attached for your convenience. This information may be submitted via fax to the health department if the location/route changes throughout the year.

□ □ **Written Permission to Use restrooms at Work Site.** If the vendor will be at one location for more than two hours, a written agreement shall be submitted to the health authority from a property owner within 300 feet of the mobile food establishment providing permission for use of restroom facilities with flushable toilets during all hours of operation. A copy of this agreement must be kept in the mobile unit for proof. Portable toilets may be accepted with an approved liquid waste hauler contract.

□ □ **Notarized statement from the Owner or Responsible Party of a Central** Preparation facility. These documents (found on pages) are used to state that the mobile food establishment uses the facility as its base of operation. This statement should also indicate that the central preparation facility has the proper waste water capabilities for the type of food the mobile vendor will be preparing. Not required if owner owns both CPF and mobile unit.

□ □ **Documentation of Central preparation Facility** Use. Mobile vendors are required to document on a log sheet the dates and times that service visits are conducted to the approved CPF. This includes re-stocking your mobile unit, obtaining fresh water and discarding waste water. This log sheet shall be maintain at the CPF and be presented to any health official upon request and during permit renewal. If using an approved liquid waste hauler, copies of trip tickets will be required to be presented during routine inspections and at permit renewal. A sample log sheet has been provided. This item is NOT required during the initial permitting process.

□ □ **Hidalgo County Fire Marshall Department.** Prior to Health Department approval, an Hidalgo County Fire Marshall Inspection must be conducted and passed. If you mobile unit does not require an inspection , the Fire Marshall will notify the Health Department.

Mobile Vending Unit Physical Inspection Checklist

- License Plate – Present and current
- Adequate Clean & Waste water Capacities – Waste water tank must be sized with a minimum capacity of 15% larger than potable water tank's capacity.
- Water tank Security – All tanks must be permanently mounted to unit.
- Waste water tank Clean-out Valve – Clean -out valve must be located on the exterior of unit; diameter of clean out must be 1” in diameter or larger and may not be the same size as clean water fill up valve; clean-out valve must be located at height below clean water fill up valve.
- Clean Water tank Fill Valve – Fill valve must be located on exterior of unit; fill valve must be located at height above waste water clean-out valve; fill valve may not be the same size as waste water clean-out valve.
- Hand washing sink – hand wash sink present and available for convenience use.
- Ware Wash Sink – 3 compartment ware wash sink present; fill faucet able to reach all compartment for filling ; compartments capable of holding water; compartments must be large enough to fully submerge all food contact wares requiring regular washing.
- Splash Guard – A splash guard may be required between hand sink and ware washing sink to prevent possible contamination.
- Hot Water Heater – Water heating device present and secured in unit.
- Exterior Openings – All exterior openings such as doors, windows, ans vents must be provided with screening material to prevent pest or contaminant entry.

- Cold Hold Unit – Mechanical cooler/refrigerator present in unit; it is highly recommended that unit is equipped with commercial refrigeration unit; residential refrigeration units often lack the capability to maintain food items at appropriate temperature in mobile unit operating environment.

- Cleanable Surfaces - All interior surfaces must be constructed of smooth, durable, easily cleanable, non-absorbent materials.

- Physical Condition – No conditions present which may pose a risk to food or personal safety. The outdoor walking and driving areas shall be surfaced with concrete, asphalt, or gravel or other materials that have been effectively treated to minimize dust, facilitate maintenance, and prevent muddy conditions.

*This checklist is solely intended to provide guidance in adherence to the Texas Food Establishment Rules. This guidance is not all inclusive of the rules and regulations pertaining to mobile vending units.

MOBILE FOOD VENDOR RESPONSIBILITIES

1. **NO HOME PREPARED FOOD MAY BE SERVED TO THE PUBLIC.**
2. **THE USE OF EXTERNAL FOOD PREPARATION AND STORAGE EQUIPMENT IS NOT ALLOWED.** All equipment **MUST** be contained within or on the mobile unit and **MUST** be properly enclosed.
3. **REFRIGERATION AND HEATING:** You must have adequate hot and cold food storage facilities to maintain food products at the required temperatures. Hot foods must be held at 135º or above. Cold foods must be stored at 41º or below. Inadequate refrigeration may result in permit suspension.
4. **THERMOMETER:** Metal stem dial thermometers with a range of 0-220ºF and accurate to =/-3ºF must be provided on mobile food units on which food is prepared in order to monitor food temperatures. Locate additional thermometers in all refrigeration units.
5. **LABELING:** All food must have complete and proper labels.
6. **MOBILITY:** The health authority **may prohibit alteration, removal,** attachments, placement or **change** in , under, or upon the mobile food establishment that would **prevent** or **otherwise reduce ready mobility.**
7. **WATER/UTILITIES:** All mobile food units that are required to have water supplies must have properly designed waste water holding tanks of a 15% greater capacity than the hot and cold water supply. The holding tank must be permanently installed in the unit and equipped with a drain valve to empty the tank on the outside of the vehicle. Leaking waste water tanks may result in permit suspension. At no time during operation is the mobile unit to be attached to a water hose or any other permanent water supply. Also, permanent utilities (i.e. gas, electricity) may not be attached to the mobile unit at **ANY** time.
8. **HOT AND COLD WATER:** If the mobile food unit's operation requires hot and cold water, it must be supplied and working at all times during operation. Failure to comply may result in permit suspension.

9. **HANDWASHING:** Soap and towels must be supplied to the hand sink of UNRESTRICTED type operations at all times.
10. **CERTIFIED FOOD MANAGER** / **FOOD HANDLER:** Mobile units are required to have at least (1) food manager certificate and all other employees registered as food handlers within 30 days of employment.

I have read and understand the items of responsibility listed above, and I agree to comply with all of the requirements.

_____ _____

Signature of Mobile Food Vending Owner / Operator Date

MOBILE FOOD VENDING INFORMATION

GENERAL INFORMATION

RESTRICTED MOBILE FOOD VENDOR means a Mobile Food Vendor offering only prepackaged food or prepackaged ice cream. A Restricted Vendor will fall under one of three categories:

1. if the vendor is purchasing food, the vendor must provide a copy of the commercial kitchen's Texas Food Manufacture's permit (or Meat Safety Assurance, if applicable) from the Texas Department of State Health Services, or;
2. The vendor is preparing their own food at a commercial kitchen and is an employee of the same kitchen,or;
3. The vendor is leasing space from a commercial kitchen and is **NOT** an employee. The vendor must apply for and obtain a Hidalgo County Health Permit at the leased space location.

UNRESTRICTED MOBILE FOOD VENDOR means a Mobile Food Vendor offering food that is packaged or prepared on the mobile unit, including the slicing or peeling of fruits and vegetables.

1. **Permits** for **Mobile Food Vendor** must be obtained before operating within Hidalgo County. Permit applications may be obtained at 1304 S. 25th St. Edinburg, TX 78542. Permits expired annually, one year after the day they are approved, and must be renewed on or before expiration date. An additional permit is required for vendors selling fresh seafood. Call the Texas Parks and

Wildlife Department at (800) 792-1112 for further information. All vehicles must have current State of Texas license plates. Mobile vending units equipped with water and waste water retention tanks must have an agreement with an approved liquid waste hauler. If your unit generates any grease or grease by products will need to have an approved and permitted grease trap / interceptor.

GENERAL REQUIREMENTS FOR ALL MOBILE VENDING UNITS;

1. **Single service items:** Only disposable place settings are to be given to customers.
2. **Vehicle Construction (excluding pushcart):** The interior of the vehicle must be constructed of smooth, easily cleanable surfaces. The vehicle must be **completely enclosed.** N(No open truck beds; windows must be screened or kept closed.) The vehicle must be equipped with facilities to hold potentially hazardous foods at a temperature either above **135ºF.** Or below **41ºF.** Sterno is not an acceptable means of maintaining food temperatures. **NOTE:** it is a violation to take hot foods, place them in a Styrofoam or igloo-type cooler, and carry the cooler into a building to sell the food.
3. **Ice beds, when used:** No foods may be bedded in ice except for canned drinks and milk cartons. Foods may be placed in a container, and the container must be bedded in the ice. Ice used for this purpose may not be used in beverages and must drain to a **holding tank**, which is of at least 15% greater capacity than the ice beds.
4. **Trash Receptacles:** Must be provided for all mobile units.

SPECIFIED REQUIREMENTS FOR VARIOUS TYPES OF MOBILE FOOD VENDING UNITS

PUSHCART

1. **Cart construction:** The cart must be constructed of smooth, easily cleanable surfaces. The cart size is not part of the Health Department approval process. The cart must be equipped with facilities to hold potentially hazardous foods at a temperature either above **135ºF** or below **41ºF. Sterno** is not an acceptable means of maintaining food temperatures. A (small) **trash receptacle** must be provided on the cart. **Ice** used for bedding beverages must drain to a **holding tank**, which is of at least 15% greater capacity than the ice beds.
2. **Types of Food:** With the exception of hot dogs, snow cones or other foods approved by the health authority only **prepackaged** food may be sold from a pushcart. This means that the food must be prepared and wrapped at the approved kitchen facility, then transported to the cart. The prepackaged food must be either individually labeled, or a “blanket label(s)” may be placed on the cart, if the packaged food is handed to the customer by staff. Labels must include the following information:

    1. the name of the item
    2. a list of ingredients in order of predominance
    3. the net weight of the item
    4. the name and address of the product manufactured

3. **Unrestricted Food Carts:**Unrestricted food carts must have clear covers on top and three sides of the preparation area. Unrestricted food carts are also required to have a 3-compartment sink on the unit with hot and cold water supplied under pressure. The unit must be equipped with a retention/holding tank of at least 15% greater capacity than the water supply. The waste water connections must be below fresh water inlets.
4. **Condiments:** Condiments, if provided, must be in covered containers with service utensils or from squeeze or pour-type bottles with lids.
5. **Beverages:** beverages must either be canned or be dispensed from covered containers with spigots or pumps.

PREPACKAGED FOODS

1. **Description:**All foods sold is prepackaged or pre-wrapped at an approved kitchen.
2. **Beverages:** must either be canned or be dispensed from covered containers with spigots or pumps.
3. **Condiments:** must be in covered containers with service utensils or from squeeze or pour-type bottles with lids.
4. **Type of food allowed:** Only prepackaged food may be sold. The food must be prepared and wrapped at an approved kitchen. Then transported to the unit. The prepackaged food must be either individually labeled, or a “blanket label(s)” may be placed on the cart, if prepackaged food is handed to the customers by staff. Labels must include the following information:
    1. the name of the item;
    2. a list of ingredients in order of predominance
    3. the net weight of the item
    4. the name and address of the product manufacturer.

FOOT PEDDLERS (restricted Permit)

1. **Description:** All food sold is prepackaged at and prepared at an approve kitchen.
2. **Conveyance:** A specific type of convenience is required (I.e one ice chest or cooler).

    Farmer's market vendors may provide more than one conveyance at approved farmer's market venues only.

3. **Types of food allowed:** See Prepackaged Foods section above.

FOOD PREPARATION UNRESTRICTED

1. **Description:** The unit is a complete "Kitchen on wheels." The food may be prepared on the unit and does not need to be prepackaged.
2. **Sinks:** There must be a **three-bay sink** on the unit for utensil washing. A **separate sink for hand washing** is also required. Soap and single use towels (paper towels) must be supplied to the hand washing sink.
3. **Water: Hot** and cold or tempered water, under pressure, must be supplied to all sinks. The water must be supplied from an approved source.
4. **Retention/Holding Tank:** The unit must be equipped with a permanently mounted potable water tank and a retention/holding tank of at least 15% greater capacity that the combines water and ice supply. The waste water connections must be below the fresh water inlet.
5. **Certified Food Manager / Food Handler:** Unrestricted mobile units operating I Hidalgo County are required to have at least (1) food manager certificate and all other employees registered as food handlers within 30 days of employment.

NOTE: The purpose of this document is to provide only basic information and answer commonly asked questions. Call (956) 383-0111 for additional questions.

When your mobile vending unit meets all of the requirements, bring the mobile unit to 1304 S. 25th St Edinburg, TX 78542 in order to have the vehicle inspected. You do not have to bring the unit in with power source for permit inspections. If the unit passes inspection, a permit will be issue. If the unit does not meet the requirements, an additional inspection will be made.

Hidalgo County Health & Human Services Department

Environmental Division

1304 S. 25th Street Edinburg, TX 78542

Phone (956) 383-0111Fax (956) 383-7351

http://www.hchd.org/index.html

DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life in Hidalgo County. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community.

Many of these TFE can involve extensive preparation and processes that include the cooking and advanced preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year in the U.S. and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill. With this in mind, the Hidalgo County Rules and the Texas Food

Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Health Department has established procedures that can

assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

Individuals or organizations are required to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer "Yes" to any of the following questions you will need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?
4. Are you serving open food, open container drinks (mixed drinks w/ ice, wine or keg beer) or food that requires refrigeration or to be held hot?

If you have additional questions, contact us at (9560 383-0111

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1304 S. 25th Ave., Edinburg, Texas 78542
Phone: 956-383-0111 Fax: 956-383-7351

ELECTRICAL OUTLET AGREEMENT FOR MOBILE FOOD VENDORS*

"If a mobile vendor is going to utilize electricity of an adjacent commercial business by plugging into an electrical outlet during hours of operation, the mobile vendor must submit a notarized letter of permission for use of electricity by the commercial business owner." (Section V.I., Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, Texas)

I, _____, of _____
(Name of electrical outlet owner) (Name of business with electrical outlet)

located at _____
(Address of business)

give permission to _____ of _____
(Name of mobile food vendor) (Name of mobile food vendor business)

to use the above-named business electrical outlet during normal hours of operation:

Day	Hours
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

_____
(Signature of electrical outlet owner)

***This agreement must be renewed and kept on file with HCHHS-ED every 120 days by the mobile food vendor permit-holder.**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by _____.
(Date) (Name of electrical outlet owner)

_____
(Signature of Notary Public)

Daily Operation Log for Mobile Food Vendors in Hidalgo County, Texas

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1304 S. 25th Ave., Edinburg, Texas 78542
Phone: 956-383-0111 Fax: 956-383-7351

RESTROOM FACILITY AGREEMENT FOR MOBILE FOOD VENDORS*

"If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located on an onsite or adjoining property within 300 feet of the mobile food establishment. Upon application for a permit hereunder, a mobile unit operator must provide HCHHS-ED with written and notarized permission by the owner of the toilet facility for use of restrooms by the permit holder and corresponding schedule." (Section V.F., Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, Texas)

I, _____, of _____
(Name of restroom facility owner) (Name of business with restroom facility)

located at _____
(Address of business)

give permission to _____ of _____
(Name of mobile food vendor) (Name of mobile food vendor business)

to use the above-named business restroom facility during normal hours of operation:

Day	Hours
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

_____
(Signature of restroom facility owner)

***This agreement must be renewed and kept on file with HCHHS-ED every 120 days by the mobile food vendor permit-holder.**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by _____.
(Date) (Name of restroom facility owner)

_____
(Signature of Notary Public)

Daily Operation Log for Mobile Food Vendors in Hidalgo County, Texas			
Date of Operation	**Time Open**	**Time Closed**	**Address of Location**

Waste Disposal and Maintenance Log for Mobile Food Vendors			
Date of Service	**Type of Service**	**Name of Service Provider**	**Receipt # (Keep a Copy)**

AI-43174 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration and approval of the Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, pursuant to Texas Health & Safety Code Ann. Section 437.001 ET Seq., as amended; 25 Texas Administrative Code Section 229.161 - 229171, 229173 - 229.175, as amended; 25 Texas Administrative Code section 229.373, as amended.

BACKGROUND

01/21/14 - AI-42623 - Rules Update
02/25/14 - AI-43142 - Public Hearing

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

legal

Rules

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 03:43 PM
Manuel Chapa	Manuel Chapa	02/14/2014 01:58 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Mike Escaname Started On: 02/13/2014 10:18 AM

Final Approval Date: 02/21/2014

Mike Escaname

From: Brenda Salazar <brenda.salazar@hchd.org>
Sent: Thursday, February 13, 2014 10:56 AM
To: 'Mike Escaname'
Subject: FW: Food Vendor Policy Final

As per legal counsel's response, below, the policy is ready for presentation at Commissioners Court.

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 7343



-----Original Message-----
From: Savannah Gonzalez [mailto:savannah.gonzalez@da.co.hidalgo.tx.us]
Sent: Thursday, February 13, 2014 10:09 AM
To: 'Brenda Salazar'
Subject: RE: Food Vendor Policy Final

Brenda, if no changes have been made since my last approval, this is ready to go. Thanks,

Savannah Gonzalez
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3767
(956) 318-2079 FAX
savannah.gonzalez@da.co.hidalgo.tx.us

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From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Thursday, February 13, 2014 9:35 AM
To: savannah.gonzalez@da.co.hidalgo.tx.us
Cc: 'Mike Escaname'
Subject: Food Vendor Policy Final

Good morning, Savannah,

Attached is the final draft ready for presentation to Commissioners Court for your final review and approval. FYI, no changes have been made to the content of the document, only the formatting, since your last review on 12-18-2013.

Thank you!

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 7343



REFERENCE

Form FE.1.1 "How to start a food business in Hidalgo County"
Form FE.1.2 "Food vendor permit application"
Form FE.1.3 "What kind of food permit do I need?"
Form FE.1.4 "Obtaining a temporary food vendor permit"
Form FE.1.5 "Restroom Agreement for Mobile Food Vendors"
Form FE.1.6 "Electricity Agreement for Mobile Food Vendors"
Form FE.1.7 "Requirements for a food vendor"
Form FE 1.8 "Daily activity log"
Form FE 1.9 "Maintenance and Service log"

PREFACE

Hidalgo County Health & Human Services - Environmental Division (HCHHS-ED) is authorized to enforce state and federal laws and rules adopted under state law concerning food service establishments, retail food stores, mobile food units, and roadside food vendors, pursuant to Texas Health and Safety Code Section 437.002(a), as amended. TEX. HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq*., as amended. 25 TEX. ADM. CODE §§ 229.161-229.171,229.173 -229.175, as amended. HCHHS is a participating agency in the FDA Voluntary National Retail Food Regulatory Program Standards, 2011.

To enforce state law and rules adopted under state law, Hidalgo County by order may require food service establishments, retail food stores, mobile food units, and roadside food vendors in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, to obtain a permit from the County. TEX. HEALTH & SAFETY CODE ANN. §437.003, as amended. 25 TEX. ADM. CODE § 229.373, as amended.

Pursuant to Texas Administration Code Title 25, Chapter 229, Section 169(a)(1), Hidalgo County may impose additional requirements to protect against health hazards related to the conduct of food establishments as a mobile operation, may prohibit the sale of some or all potentially hazardous food, and when no health hazard will result, may waive or modify certain requirements relating to physical facilities. 25 TEX. ADM. CODE § 229 .169(a)(1), as amended.

I. PURPOSE

The purpose of these Rules is to safeguard public health and better assure that consumers obtain food that is safe, unadulterated, and honestly presented by establishing uniform monitoring for food establishments in the unincorporated areas of

Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality, or a municipality that does not have a health department.

II. DEFINITIONS

Words and phrases used in these Rules shall have the meanings provided in Health and Safety Code, Chapter 437 and Texas Administrative Code Title 25, Chapter 229. TEX. HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq*., as amended. 25 TEX. ADM. CODE §§ 229.161 -229.171, and 229.173 -229.175, as amended.

III. PERMITS

A. No person shall operate a food establishment in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, without having a permit issued by HCHHS-ED. Permits are not transferable from one person to another or from one location to another location, except as permitted by these Rules. A valid permit must be posted in or on every food establishment in a conspicuous place. Only a person who complies with the requirements of state law and regulations and these Rules shall be entitled to a permit.

B. A food establishment operated solely by a nonprofit organization is exempt from the permitting requirement of these Rules, but is not exempt from compliance with state law and regulations. An organization claiming exemption from these Rules as a nonprofit organization shall provide HCHHS-ED with such documentation as HCHHS-ED deems necessary to prove the establishment's current tax-exempt status as a nonprofit organization.

C. An establishment is not a food establishment for the purposes of these Rules if it is excluded from the definition of food establishment under Texas Administrative Code Title 25, Chapter 229, Section 162(40), as amended. 25 TEX. ADM. CODE § 229.162(40), as amended.

D. If an inspector finds that a food vendor is operating without a valid permit issued by HCHHS-ED, the food establishment will be closed for business until the permit is appropriately acquired by the vendor at HCHHS-ED.

1. 1st violation: Verbal and/or written notice to begin permitting process before next operational period.
   a. Establishment/vendor must close for business until permit is obtained.
2. 2nd violation: If same vendor continues to operate without a valid permit
   a. Vendor will be closed for business until valid permit is obtained.
   b. Voluntary destruction of food product will be requested by inspector. (Texas Food Establishment Rules 229.161 -175) and
   c. Citation issued to vendor

IV. ISSUANCE OF PERMIT

A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by HCHHS. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the applicable fee, and signature of applicant(s). An incomplete application will not be processed, even if initially accepted. Failure to provide all required information or falsifying information required may result in denial or revocation of the permit. Payment for a permit by a check that is returned for insufficient funds may result in revocation of the permit. Renewals of permits are required on an annual basis, unless otherwise specified and the same information is required for a renewal permit as for an initial permit.

B. Prior to the approval of an initial permit or the renewal of an existing permit, HCHHS shall inspect the proposed food establishment to determine compliance with state law and local regulations. The applicant or permit holder must pay all applicable fees before a permit is issued.

C. Any person desiring to construct or extensively remodel a food establishment and whenever a fixed existing structure is converted to use as a food establishment, a person must comply with policies and procedures of the Hidalgo County Planning Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.

D. The person must present to HCHHS-ED: a routing sheet with approval from Planning Department, Environmental Health (OSSF Division), Environmental Compliance, and an approved inspection from Fire Marshal. No permit shall be issued until HCHHS-ED determines by final inspection that all construction, remodeling or conversion has been performed in accordance with the approved plans and specifications.

E. Whenever a food establishment is constructed or extensively remodeled, or whenever a fixed existing establishment is converted to a food establishment, at least one pre-opening inspection shall be made. The purpose of the pre-opening inspection(s) is to ensure compliance with the approved submitted plans, state law, federal regulations, and rules adopted by Hidalgo County.

1. Flea market facilities with a permanent restaurant must obtain a food establishment permit and comply with all requirements A-D.

F. There shall be an annual renewal, unless otherwise specified of a permit issued under these Rules. The renewal process shall be initiated by inspection to assure compliance with federal, state, and local regulations adopted by Hidalgo County.

G. Any false statement made in an application, inspection, and/or maintenance log is a basis for denial or revocation of the permit.

1. A mobile food vendor must present at every inspection a maintenance log of waste disposal and corresponding receipts.
2. The permit-holder shall maintain a log of all daily operational periods to include:
    a. date of operation
    b. time open for business
    c. time closed for business
    d. location of operation.

H. Prior to the issuance of a permit, the applicant or permit holder must pay all applicable fees, which may include a new facility inspection fee. HCHHS shall issue a permit to the applicant only if its inspection reveals that the food establishment complies with requirements of these Rules and state law and regulations.

J. An applicant or permit holder that does not comply with federal, state law and local regulations may be denied a permit or the renewal of a permit.

V. ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS. 25 TEX. ADM. CODE § 229.169 HIDALGO COUNTY COMMISSIONERS COURT

A. All mobile food establishments including pushcarts and roadside food vendors, shall be readily identifiable by business name, printed in bold black letters not less than three (3) inches in height, no less than one and one-half (1.5) inches in width, permanently affixed, and prominently displayed upon at least two (2) sides of the units.

B. Prior to the approval of the initial permit or renewal of an existing permit, the applicant or permit holder shall provide written details or plans regarding the systems installed for approved water source, distribution, delivery, and retention and for waste, sewage, and wastewater retention, drainage, and disposal or removal. In addition, a person must comply with policies and procedures of the Hidalgo County Planning Department, Right of Way Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.

C. The person must present to HCHHS-ED: a routing sheet with approval from Planning Department, Environmental Health (OSSF Division), Environmental Compliance, and an approved inspection from Fire Marshal. No permit shall be issued until HCHHS-ED determines by final inspection that all referenced County departments recommend approval for the mobile food vendor permit according to the proposed specifications listed on the application.

D. A pushcart unit shall not exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height including a unit's shade umbrella. In the event of an emergency situation, the unit shall be easily movable, controllable, and maneuverable by one (1)

person when the unit is fully loaded. The bottom of the unit shall be at least one (1) foot from the ground. The unit shall not be self-propelled.

1. The unit must have at least 2 (two) reflective devices on each side to be seen in low-light conditions.
2. The unit must be affiliated with a certified commercial vendor.
3. The operator of the unit must wear a reflective safety vest at all times while the unit is in operation.
4. Shall only sell pre-packaged, sealed foods and/or beverages.
5. Shall not sell or prepare fresh food and/or beverages, hot or cold, on the unit.

E. Live animals shall be excluded from the immediate adjacent onsite or adjoining property within 100 feet of surrounding areas of all mobile food establishments.

F. If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located on an onsite or adjoining property within 300 feet of the mobile food establishment. Upon application for a permit hereunder, a mobile unit operator must provide HCHHS-ED with written and notarized permission by the owner of the toilet facility for use of restrooms by the permit holder and corresponding schedule every 120 days. A mobile unit may not operate when the facility providing the toilet facilities are not accessible. Restroom facilities must be located within a building and must include a flush-type toilet and hand lavatory supplied with hot and cold running water under pressure. If the toilet facilities are Port-A-Cans or similar facilities, the permit will not be approved. This provision does not apply to restricted mobile units (i.e., mobile units that do not engage in any food preparation.).

G. All motor vehicles and/or pull trailers operating as mobile food establishments upon open roads, streets, and highways shall maintain a current Texas motor vehicle inspection sticker and a current Texas motor-vehicle license-plate registration sticker.

1. All mobile units, including push carts, must comply with all Texas Traffic and Safety Laws while the unit is in operation; including Section 285.001 of the Texas Transportation Code, as amended.

H. All mobile vehicles must be commercial grade, generator-powered, and certified to meet all State health standards and Texas Department of Transportation standards.

I. If a mobile vendor is going to utilize electricity of an adjacent commercial business by plugging into an electrical outlet during hours of operation, the mobile vendor must submit a notarized letter of permission for use of electricity by the commercial business owner.

1. The letter should be updated every 120 days and be on file with HCHHS-ED.
2. Outlet must comply with Hidalgo County Fire Marshal, National Fire Protection Association, and International Code Council – International Fire Code rules, regulations, and standards.
3. Outlet must be a standard plug-in type and all cords readily removable.

J. All mobile food vendors serving fresh food must do so in single-serve, single-use containers designed for transport.

K. Flea market establishments allowing the sale of food:

1. Permanent structure food court must have:
    a. Restroom facilities within 300 feet
    b. Plumbing with hot and cold water
    c. Proper waste disposal and
    d. A permanent structure food court shall consist of at least two (2) or more food vendors operating from a permanent or semi-permanent structure (i.e., not readily moveable).
2. Mobile vendor food courts must have:
    a. Restroom facilities within 300 feet
    b. Paved parking space
    c. Electrical outlet and
    d. Waste disposal connection
3. All flea market food vendors regardless of type must be in compliance with Hidalgo County Planning Department, Right of Way Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.
4. Flea market owners with a permanent or mobile food court must maintain a current Food Manager's Certification at all times of operation.
5. All persons engaged in the sale and/or preparation of food must maintain a current Food Handler's Certification at all times of operation.

L. Mobile Vendor Food Courts

1. Mobile vendor food courts must have:
    a. Paved parking space
    b. Electrical outlet
    c. Waste disposal connection and
    d. Appropriate restroom facilities within 300 feet of mobile food vendor vehicles

VI. ADDITIONAL REQUIREMENTS

A. As approved by Order by the Hidalgo County Commissioners Court, HCHHS may impose additional requirements for all food establishments, as follows:

1. Food Manager's Certificate: The owner of the food establishment and the Manager of the food establishment must obtain a Food Manager's Certificate before a permit is issued.

2. Food Handler's Certificate: All employees of a food establishment must obtain a Food Handler's Certificate.

a. The Food Handler's Class will be conducted at HCHHS as scheduled.

b. The individual must call the HCHHS-ED to register for the class.

c. Term: The Food Handler's Certificate shall be valid for two (2) years from the date issued.

d. Fee: A fee of $20.00 (twenty dollars) shall be paid prior to attending the Food Handler's Class.

e. A picture identification card will be issued to each individual that satisfactorily completes all requirements of the Food Handler's Class.

B. As approved by Order of the Hidalgo County Commissioners Court, HCHHS may impose additional requirements for all mobile food vendors, as follows:

1. Display: A valid decal shall be displayed by a mobile food vendor.

a. Outside of the service window on the left or right side, used in connection with the mobile food vending operation.

b. On the trailer fender above the tailgate and license plate of an open, flat bed or enclosed trailer used in connection with the mobile food vending operation.

c. At the top right-hand corner on the front of a pushcart, used in connection with the mobile food vending operation.

d. Non-transferability: Mobile food vendor permits shall not be transferred or assigned to alternate units and shall be considered revoked should the character of the food vending operation be changed from that specified in the permit.

2. Term: Mobile food vendor permits shall be valid for one (1) year from the date of issue unless sooner suspended or revoked.
a. Mobile food vendors shall be required to submit to a scheduled inspection every 120 days at Hidalgo County Health & Human Services Environmental Division. Failure to submit to scheduled inspection shall be grounds for suspension or revocation of vendor permit.

3. Notice: All mobile food vendors shall provide and maintain on file with HCHHS Environmental Division current hours of operation at all times.
a. All vendors are subject to random inspection during normal business hours.

4. Violation(s): during a scheduled or random inspection

a. Verbal and/or written notice to correct violation(s): May be issued at the discretion of the inspector depending on the type and severity of the violation(s).

1. 1st violation: Establishment must close for business until violations are corrected.

a. These violations must be fixed on-site or within the allotted time specified by the inspector.

b. Voluntary disposal of food product may be requested by the inspector.

c. Citation may be issued by inspector

2. 2nd violation: If vendor does not comply within the allotted time, the permit shall be suspended or revoked until violations are corrected.

a. Voluntary disposal of food product may be requested by the inspector.

b. Citation may be issued by inspector.

VII. APPLICATION AFTER REVOCATION

Whenever a revocation of a permit has become final, the holder of the revoked permit shall make written application for a new permit, and the food establishment may be required to submit plans and be subject to a pre-opening inspection.

VIII. CRIMINAL PENALTY

A. A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by Hidalgo County. TEX. HEALTH & SAFETY CODE ANN. § 437.016, as amended.

B. An offense under this Section is a Class C Misdemeanor.

C. Each day on which a violation occurs constitutes a separate offense.

IX. INJUNCTION

The District Attorney of Hidalgo County may sue in district court to enjoin a food establishment, retail food store, mobile food unit, or roadside food vendor from operating without a permit, if one is required. TEX. HEALTH & SAFETY CODE ANN. § 437.015, as amended.

X. FEES

The following fees are to be paid in connection with applications submitted pursuant to these Rules for the issuance or renewal of a permit.

Type of Establishment	Fee
*Temporary Food Permit (14 days)	$25.00
**Mobile Food Vendor Permit (1 year)	$100.00
Food Establishments with 1 – 10 employees	$100.00
Food Establishments with 10 – 20 employees	$125.00
Food Establishments with 21 or more employees	$150.00

*Separate businesses occupying the same booth must purchase individual permits. A business or individual who operates more than one booth at an event must designate the specific location of each booth at the event and must purchase a separate permit for each booth location.

**If a mobile food vendor has more than one (1) mobile unit to conduct the sale of food products, a separate permit must be obtained for each mobile unit.

XI. ENFORCEMENT

The provisions of these Rules shall be enforced by the Chief Administrative Officer of HCHHS (the CAO) or the CAO's authorized representative. It shall be a violation of these Rules for any person in a food establishment to deny access to the CAO or authorized representatives in the performance of the CAO’s duties.

HCHHS employees who are not police officers but who have been trained to enforce the health and safety laws relating to food, water, waste control, general sanitation, or vector control are authorized pursuant to Sections 121.031 and 121.032 of the Texas Health and Safety Code and these Rules by Order of Hidalgo County Commissioners Court, to issue citations for violations occurring in the unincorporated areas of Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality. Such citations must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court.

XII. SEVERABILITY

If any section, subsection, clause, phrase, or portion of these Rules is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of these Rules.

Environmental Health

Hidalgo County Health & Human Services Department

1304 S. 25th Street Edinburg, TX 78542 Phone (956) 383-0111 Fax (956) 383-7351

Starting A Food Business in Hidalgo County

This guide is for prospective operators of Food Enterprises (food establishments, retail food stores, food warehouse, and food processors) operating within the jurisdiction of Hidalgo County. These establishments fall under the regulatory responsibility of Hidalgo County Health and Human Services Department. Guidelines for Farmers markets, Mobile Vendors and temporary Food Events are found at 1304 S 25th St Edinburg, TX 78542, or at http://www.hchd.org/environmentalhealth

Hidalgo County is divided into 5 sections , each having a designated Health Inspector. Your Health Inspector will assist you with questions on pre-opening process for Food Enterprises. Contact the Health Department Plan Review Desk (956) 383-0111 for questions concerning your building plans. Staff is also available to assist with questions on Food manager Certification, Food Handler Registration and application & inspection payments. Call us at (956) 383-0111 to contact your designated Health Inspector or our administrative staff.

Some incorporated cities within Hidalgo County also have contracts for Food Enterprise inspections with HCHHSD. The city offices in the cities will advise you if this is the case where you are operating. Almost all categories of Food Enterprises require approval from HCHHSD.

Home Preparation of Food Prohibited

Except for those business that meet the requirements of a Cottage Food Industry, home preparation of food for public consumption is prohibited. All food that is to be consumed by the public, whether free or for dale, must be prepared at a permitted establishment that is inspected by federal, state, or local Health Authority.

Cottage Food Industry

A cottage food production operation is not required to have a Hidalgo County food permit. Before operating a food business, check with other Hidalgo County Departments to determine if there are laws or ordinances, such as zoning, that will affect your business. For information on the Cottage Food Industry visit: http://www.texascottagefoodlaw.com/

Operating Permits – Food Enterprises

The Food Enterprise application is available at 1) Hidalgo County Health department – Environmental Division located at 1304 S. 25th St Edinburg, TX 78542 2) our website, http://www.hchd.org/environmentalhealth . We recommend you submit a fully completed application and fees one month prior to your anticipated opening date. This gives our staff the needed lead time to process it and schedule any needed pre-opening inspections. Our staff thoroughly reviews each form to ensure accuracy of info provided. Incomplete applications will delay your approval.

Food permits are in effect for one year from the first of the month of the month it was issue, and are renewable each year, thereafter, when the appropriate fee is paid and the enterprise remains in compliance with Health Dept regulations.

Operating Permit: Posting Requirements

A permit holder or person in charge of a Food Enterprise shall post a permit required by Hidalgo County Code in a prominent public location clearly visible to the general public and to patrons. A permit is clearly visible to the general public and to patrons if it is:

1. Posted in the front window of the enterprise within 5 feet of the front door; or
2. Posted in a display case mounted on the outside front wall of the enterprise within 5 feet of the front door; or
3. Posted on the drive – through menu board of a drive – through enterprise, in addition to posting in locations 1 and 2 of this section; or
4. In the Food enterprise is operated in a space that prevents posting the permit as required in 1 and 3, the permit shall be posted in the initial patron contact area, on the menu board or counter of the enterprise, or in a location determined by the Health Authority to ensure proper notice to the general public and patrons.

Permit Fees

1 to 10 employees $ 100.00

11 - 20 employees $ 125.00

21 or more employees $150.00

Temporary Food permit $ 25.00

Mobile Vendor $ 100.00

Health Department Plan Notes

1. **Refrigeration** All refrigerated units are to hold foods at or below 41 F.
2. **Restrooms** If the facility has only carry -out or seating for less than 20 people, and less than 10 employees, then only one employee restroom is required by the Health Dept. Two restrooms are required if alcohol is served on the premises or more than 20 seats are provided. Each restroom must have a hand sink with hot (at least 100º) and cold water, mechanical air ventilation to the outside, and a solid, self closing door. Restrooms may not ope directly into a kitchen. The total number of restrooms for a childcare facility is dependent on the "minimum standards" of the Texas Dept. of Family and Protective Services as it relates to childcare.
3. **Sinks A. Hand washing Sinks:**Shall be located to allow convenient use by employees in food preparation, food dispensing, ware wash areas, and any wait station where ice is dispensed, bar area or in a walk-in where meat is cut or trimmed. At least one hand sink will be required; additional, separate hand sinks may also be required. Small kitchens with small prep and ware washing in close proximity may be allowed to use one hand sink to serve both activities. Other hand sinks must be associated with restrooms. Provide at least 12" tall splash guards if a hand sink is located near food prep, open food, ice, or clean food contact surfaces. Otherwise, the hand sink must have at least 18" lateral separation from these. A sign or poster that notifies food employees to wash their hands shall be provided to all hand washing sinks and be clarity visible. A small, swinging door (as in a bar area) could separate a hand sink from a work area, otherwise no doors separating hand sink from work areas.

Each sink must be supplied with hot (100º) and cold water, soap and disposable towels. Childcare facilities must have hot water in the diaper changing area and kitchen. If plans do not provide sufficient hand sinks to meet the requirements of the facility you will be asked to provide a revised plan with additional hand sinks.

B. Ware Wash Area:A commercial dishwasher or 3 compartment sink is required in most cases. Dish machines must be able to effectively sanitize all equipment and utensils. They must dispense a chemical sanitizer or provide a final rinse of at least 180º F. (single, stationary rack machines are required to reach 165º in the sanitize cycle), Test strips are required. Above-the-counter dish machines are required to have type II vent-hood.

Were washing sinks shall be of sufficient size to immerse the largest piece of equipment. Cold and hot (100º minimum) water under pressure delivered through a mixing valve shall be provided. Provide at least 2 integral drain board and a mobile dish cart. Drying racks or shelves will aid in adequately air drying all wares. Facilities with very limited ware washing and using disposable containers may request a variance to install a 2 compartment sink (example: convenience store). These sinks are required to have a drain board.

C. Solid Waste: Dumpster and grease barrels shall rest on a machine laid or concrete pad. These containers must have a tight fitting lids and drain plugs in place.

D. Outdoor Cooking facilities: barbeque pits or smokers shall be enclose, and if screened in, at least 1/16" mesh screen is required. They shall rest on a concrete or asphalt pad. The meat may only be placed on the smoker; no food prep allowed in this enclosure. Any seasoning, cutting, etc. must take place inside the establishment. Outdoor bars and wait stations will be approved on a case by case basis by the dept.

E. Water and Sewer Systems: All private on site sewage facilities and wells serving a new Food Enterprise, an exclusively remodeled Food Enterprise, or a Food Enterprise coming under new ownership must meet current standards. These systems are required to be evaluated with respect to weather the system (a) meets current standards and (b) is adequate for the proposed use.

Contact the following agencies to ensure your system is adequate.

Environmental Health Division (956) 383-0111 and 0112

F. Food Contact Surfaces: Stainless steel, Formica, polished marble, corian, machined stone, approved ceramics or plastics may be used for food contact surfaces.

Hidalgo County Food Enterprise Food Handler Registration

Food handler registration is required for Food Enterprise employees.

At the time of your annual permit renewal Food Operators are notified to provide a list of all employees and shall indicate which are registered with Hidalgo County either as a Food Handler or Food Manager.

We offer classroom classes in English and Spanish.

Exemptions.

1. A nonprofit organization that serves food only to members of the organization;
2. A food processing plant that is inspected at least once a week by a state or federal food sanitation inspector or that only stores prepackaged food that is not potentially hazardous;
3. A mobile food establishment that offers only prepackaged food, if a certified food manager is in charged at a central preparation facility that supplies the products for the vending machine or mobile food establishment;
4. A Temporary Event;

Hidalgo County Food Enterprise Food Manager Registration

A Food Manager Certificate is recognition that a person has received training in food sanitation.

The Hidalgo County requires the majority of permitted Food Enterprises in Hidalgo County to have one employee to be currently registered as a Certified Food Manager.

Exemptions

1. A Food Enterprise that provides only beverages or prepackaged food that is not a potentially hazardous food.
2. A nonprofit organization that serves food only to members of the organization;
3. A food processing plant that is inspected at least once each week by a state or federal food sanitation inspector or that only stores prepackaged food that is not potentially hazardous.
4. A Mobile Food Establishment that offers only prepackaged food, if a certified Food Manager (CFM) is in charge at a Central Preparation Facility that supplies the products for the vending machines or Mobile Food Establishment.
5. A Temporary Event.

Hidalgo County Health & Human Services Department

Environmental Division

1304 S. 25th Street Edinburg, TX 78542

Phone (956) 383-0111 Fax (956) 383-7351

http://www.hchd.org/index.html

Application for **Mobile Food Vendors** Permit

NOTE: This application must be filled out completely. **INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.** Applications for a permit to operate does not guarantee that a permit will be granted. Permit approval is based upon the establishment or mobile food unit's compliance with state and local Health requirements. **MOBILE UNITS MUST BE PRESENT TO ISSUE PERMIT.**

CHECK ALL THAT APPLY: This mobile food vendor will operate within: ( ) Hidalgo County ( ) Other _____.

Mobile Vendor Business Name::_____
_____.

Mobile Vendor Owner:_____
_____**Phone:**_____.

Mobile Vendor Responsibility Party:_____
Phone:_____.

Residence Address:_____
City:_____ State:_____ Zip Code:_____.

Date of Birth:_____ Identification Number/State:_____ Number of employees:_____.

E-Mail address (not required):_____ Hours of Operation:_____.

Mail Renewals to:_____
City:_____ State:_____ Zip Code:_____.

Check One: ( ) Proprietorship ( ) Partnership ( ) Corporation

Type of Vendor: ( ) Unrestricted (open food) ( ) Restricted (Prepackaged)

Vehicle: ( ) truck, ( ) Van, ( ) Step-van ( ) Trailer, ( ) Pushcart, ( ) Car, ( ) Other (specify) _____.

Vehicle Make _____
Model_____
Year_____.

Color_____ License Plate # _____
State_____ Zip Code_____.

Name of Central Preparation Facility (CPF):_____ _____.

Address_____
City_____ State_____ Zip Code_____.

Phone_____ Owner / Manager's Name _____.

Type of Food to be Sold From Mobile Unit: _____ _____.

Days and Times working at CPF_____ _____.

The mobile food unit must be inspected and have a permit affixed to it. Permit expiration date is indicated on the permit. Annual permit fees are based on the type of operation, and is as follows:

Hidalgo County

All Mobile Food Vendor Permits $100.00

Fee payable to Hidalgo County Health and Human Services Department (HCHHSD)

All the information contained in this application is true and correct to the best of the applicant's knowledge and belief. Applicant acknowledges that the permit applied for shall be subject to all provisions of the orders and ordinances of Hidalgo County under which the permit is granted, and shall be subject to all provisions and statues and ruled adopted under the statues of the State of Texas governing food service establishments, retail food stores, mobile food units and roadside food vendors.

_____

Signature of Applicant Date

Additional Permit Requirements for Mobile Vendors

County of Hidalgo, Texas

The Information detailed below must be adhered to in addition to the statements made above for Mobile Food Vendors operating within the limits of Hidalgo County. Also, please contact Hidalgo County Planning Department at 956-318-2840 to determine if the site(s) used for vending is/are approved. Hidalgo County Health Department approval does not guarantee approval with other County Departments. These rules ***do not*** apply to the incorporated areas of Hidalgo County (City Limits). If any of the items below are missing from your application your permit may not be issue.

Vendor Staff

□ □ **Proof of Texas sales and use tax permit.** This permit application is available at: **http://www.window.state.tx.us/taxpermit**. For additional questions, call 1-800-252-5555.

□ □ **Itinerary Route.** This itinerary should include locations where sales occur. Your itinerary should be updated on a quarterly basis. For new operators, use your best judgment. A sample route sheet is attached for your convenience. This information may be submitted via fax to the health department if the location/route changes throughout the year.

□ □ **Written Permission to Use restrooms at Work Site.** If the vendor will be at one location for more than two hours, a written agreement shall be submitted to the health authority from a property owner within 300 feet of the mobile food establishment providing permission for use of restroom facilities with flushable toilets during all hours of operation. A copy of this agreement must be kept in the mobile unit for proof. Portable toilets may be accepted with an approved liquid waste hauler contract.

□ □ **Notarized statement from the Owner or Responsible Party of a Central** Preparation facility. These documents (found on pages) are used to state that the mobile food establishment uses the facility as its base of operation. This statement should also indicate that the central preparation facility has the proper waste water capabilities for the type of food the mobile vendor will be preparing. Not required if owner owns both CPF and mobile unit.

□ □ **Documentation of Central preparation Facility** Use. Mobile vendors are required to document on a log sheet the dates and times that service visits are conducted to the approved CPF. This includes re-stocking your mobile unit, obtaining fresh water and discarding waste water. This log sheet shall be maintain at the CPF and be presented to any health official upon request and during permit renewal. If using an approved liquid waste hauler, copies of trip tickets will be required to be presented during routine inspections and at permit renewal. A sample log sheet has been provided. This item is NOT required during the initial permitting process.

□ □ **Hidalgo County Fire Marshall Department.** Prior to Health Department approval, an Hidalgo County Fire Marshall Inspection must be conducted and passed. If you mobile unit does not require an inspection , the Fire Marshall will notify the Health Department.

Mobile Vending Unit Physical Inspection Checklist

- License Plate – Present and current
- Adequate Clean & Waste water Capacities – Waste water tank must be sized with a minimum capacity of 15% larger than potable water tank's capacity.
- Water tank Security – All tanks must be permanently mounted to unit.
- Waste water tank Clean-out Valve – Clean -out valve must be located on the exterior of unit; diameter of clean out must be 1” in diameter or larger and may not be the same size as clean water fill up valve; clean-out valve must be located at height below clean water fill up valve.
- Clean Water tank Fill Valve – Fill valve must be located on exterior of unit; fill valve must be located at height above waste water clean-out valve; fill valve may not be the same size as waste water clean-out valve.
- Hand washing sink – hand wash sink present and available for convenience use.
- Ware Wash Sink – 3 compartment ware wash sink present; fill faucet able to reach all compartment for filling ; compartments capable of holding water; compartments must be large enough to fully submerge all food contact wares requiring regular washing.
- Splash Guard – A splash guard may be required between hand sink and ware washing sink to prevent possible contamination.
- Hot Water Heater – Water heating device present and secured in unit.
- Exterior Openings – All exterior openings such as doors, windows, ans vents must be provided with screening material to prevent pest or contaminant entry.

- Cold Hold Unit – Mechanical cooler/refrigerator present in unit; it is highly recommended that unit is equipped with commercial refrigeration unit; residential refrigeration units often lack the capability to maintain food items at appropriate temperature in mobile unit operating environment.

- Cleanable Surfaces - All interior surfaces must be constructed of smooth, durable, easily cleanable, non-absorbent materials.

- Physical Condition – No conditions present which may pose a risk to food or personal safety. The outdoor walking and driving areas shall be surfaced with concrete, asphalt, or gravel or other materials that have been effectively treated to minimize dust, facilitate maintenance, and prevent muddy conditions.

*This checklist is solely intended to provide guidance in adherence to the Texas Food Establishment Rules. This guidance is not all inclusive of the rules and regulations pertaining to mobile vending units.

MOBILE FOOD VENDOR RESPONSIBILITIES

1. **NO HOME PREPARED FOOD MAY BE SERVED TO THE PUBLIC.**
2. **THE USE OF EXTERNAL FOOD PREPARATION AND STORAGE EQUIPMENT IS NOT ALLOWED.** All equipment **MUST** be contained within or on the mobile unit and **MUST** be properly enclosed.
3. **REFRIGERATION AND HEATING:** You must have adequate hot and cold food storage facilities to maintain food products at the required temperatures. Hot foods must be held at 135º or above. Cold foods must be stored at 41º or below. Inadequate refrigeration may result in permit suspension.
4. **THERMOMETER:** Metal stem dial thermometers with a range of 0-220ºF and accurate to =/-3ºF must be provided on mobile food units on which food is prepared in order to monitor food temperatures. Locate additional thermometers in all refrigeration units.
5. **LABELING:** All food must have complete and proper labels.
6. **MOBILITY:** The health authority **may prohibit alteration, removal,** attachments, placement or **change** in , under, or upon the mobile food establishment that would **prevent** or **otherwise reduce ready mobility.**
7. **WATER/UTILITIES:** All mobile food units that are required to have water supplies must have properly designed waste water holding tanks of a 15% greater capacity than the hot and cold water supply. The holding tank must be permanently installed in the unit and equipped with a drain valve to empty the tank on the outside of the vehicle. Leaking waste water tanks may result in permit suspension. At no time during operation is the mobile unit to be attached to a water hose or any other permanent water supply. Also, permanent utilities (i.e. gas, electricity) may not be attached to the mobile unit at **ANY** time.
8. **HOT AND COLD WATER:** If the mobile food unit's operation requires hot and cold water, it must be supplied and working at all times during operation. Failure to comply may result in permit suspension.

9. **HANDWASHING:** Soap and towels must be supplied to the hand sink of UNRESTRICTED type operations at all times.
10. **CERTIFIED FOOD MANAGER** / **FOOD HANDLER:** Mobile units are required to have at least (1) food manager certificate and all other employees registered as food handlers within 30 days of employment.

I have read and understand the items of responsibility listed above, and I agree to comply with all of the requirements.

_____ _____

Signature of Mobile Food Vending Owner / Operator Date

MOBILE FOOD VENDING INFORMATION

GENERAL INFORMATION

RESTRICTED MOBILE FOOD VENDOR means a Mobile Food Vendor offering only prepackaged food or prepackaged ice cream. A Restricted Vendor will fall under one of three categories:

1. if the vendor is purchasing food, the vendor must provide a copy of the commercial kitchen's Texas Food Manufacture's permit (or Meat Safety Assurance, if applicable) from the Texas Department of State Health Services, or;
2. The vendor is preparing their own food at a commercial kitchen and is an employee of the same kitchen,or;
3. The vendor is leasing space from a commercial kitchen and is **NOT** an employee. The vendor must apply for and obtain a Hidalgo County Health Permit at the leased space location.

UNRESTRICTED MOBILE FOOD VENDOR means a Mobile Food Vendor offering food that is packaged or prepared on the mobile unit, including the slicing or peeling of fruits and vegetables.

1. **Permits** for **Mobile Food Vendor** must be obtained before operating within Hidalgo County. Permit applications may be obtained at 1304 S. 25th St. Edinburg, TX 78542. Permits expired annually, one year after the day they are approved, and must be renewed on or before expiration date. An additional permit is required for vendors selling fresh seafood. Call the Texas Parks and

Wildlife Department at (800) 792-1112 for further information. All vehicles must have current State of Texas license plates. Mobile vending units equipped with water and waste water retention tanks must have an agreement with an approved liquid waste hauler. If your unit generates any grease or grease by products will need to have an approved and permitted grease trap / interceptor.

GENERAL REQUIREMENTS FOR ALL MOBILE VENDING UNITS;

1. **Single service items:** Only disposable place settings are to be given to customers.
2. **Vehicle Construction (excluding pushcart):** The interior of the vehicle must be constructed of smooth, easily cleanable surfaces. The vehicle must be **completely enclosed.** N(No open truck beds; windows must be screened or kept closed.) The vehicle must be equipped with facilities to hold potentially hazardous foods at a temperature either above **135ºF.** Or below **41ºF.** Sterno is not an acceptable means of maintaining food temperatures. **NOTE:** it is a violation to take hot foods, place them in a Styrofoam or igloo-type cooler, and carry the cooler into a building to sell the food.
3. **Ice beds, when used:** No foods may be bedded in ice except for canned drinks and milk cartons. Foods may be placed in a container, and the container must be bedded in the ice. Ice used for this purpose may not be used in beverages and must drain to a **holding tank**, which is of at least 15% greater capacity than the ice beds.
4. **Trash Receptacles:** Must be provided for all mobile units.

SPECIFIED REQUIREMENTS FOR VARIOUS TYPES OF MOBILE FOOD VENDING UNITS

PUSHCART

1. **Cart construction:** The cart must be constructed of smooth, easily cleanable surfaces. The cart size is not part of the Health Department approval process. The cart must be equipped with facilities to hold potentially hazardous foods at a temperature either above **135ºF** or below **41ºF. Sterno** is not an acceptable means of maintaining food temperatures. A (small) **trash receptacle** must be provided on the cart. **Ice** used for bedding beverages must drain to a **holding tank**, which is of at least 15% greater capacity than the ice beds.
2. **Types of Food:** With the exception of hot dogs, snow cones or other foods approved by the health authority only **prepackaged** food may be sold from a pushcart. This means that the food must be prepared and wrapped at the approved kitchen facility, then transported to the cart. The prepackaged food must be either individually labeled, or a “blanket label(s)” may be placed on the cart, if the packaged food is handed to the customer by staff. Labels must include the following information:

    1. the name of the item
    2. a list of ingredients in order of predominance
    3. the net weight of the item
    4. the name and address of the product manufactured

3. **Unrestricted Food Carts:**Unrestricted food carts must have clear covers on top and three sides of the preparation area. Unrestricted food carts are also required to have a 3-compartment sink on the unit with hot and cold water supplied under pressure. The unit must be equipped with a retention/holding tank of at least 15% greater capacity than the water supply. The waste water connections must be below fresh water inlets.
4. **Condiments:** Condiments, if provided, must be in covered containers with service utensils or from squeeze or pour-type bottles with lids.
5. **Beverages:** beverages must either be canned or be dispensed from covered containers with spigots or pumps.

PREPACKAGED FOODS

1. **Description:**All foods sold is prepackaged or pre-wrapped at an approved kitchen.
2. **Beverages:** must either be canned or be dispensed from covered containers with spigots or pumps.
3. **Condiments:** must be in covered containers with service utensils or from squeeze or pour-type bottles with lids.
4. **Type of food allowed:** Only prepackaged food may be sold. The food must be prepared and wrapped at an approved kitchen. Then transported to the unit. The prepackaged food must be either individually labeled, or a “blanket label(s)” may be placed on the cart, if prepackaged food is handed to the customers by staff. Labels must include the following information:
    1. the name of the item;
    2. a list of ingredients in order of predominance
    3. the net weight of the item
    4. the name and address of the product manufacturer.

FOOT PEDDLERS (restricted Permit)

1. **Description:** All food sold is prepackaged at and prepared at an approve kitchen.
2. **Conveyance:** A specific type of convenience is required (I.e one ice chest or cooler).

    Farmer's market vendors may provide more than one conveyance at approved farmer's market venues only.

3. **Types of food allowed:** See Prepackaged Foods section above.

FOOD PREPARATION UNRESTRICTED

1. **Description:** The unit is a complete "Kitchen on wheels." The food may be prepared on the unit and does not need to be prepackaged.
2. **Sinks:** There must be a **three-bay sink** on the unit for utensil washing. A **separate sink for hand washing** is also required. Soap and single use towels (paper towels) must be supplied to the hand washing sink.
3. **Water: Hot** and cold or tempered water, under pressure, must be supplied to all sinks. The water must be supplied from an approved source.
4. **Retention/Holding Tank:** The unit must be equipped with a permanently mounted potable water tank and a retention/holding tank of at least 15% greater capacity that the combines water and ice supply. The waste water connections must be below the fresh water inlet.
5. **Certified Food Manager / Food Handler:** Unrestricted mobile units operating I Hidalgo County are required to have at least (1) food manager certificate and all other employees registered as food handlers within 30 days of employment.

NOTE: The purpose of this document is to provide only basic information and answer commonly asked questions. Call (956) 383-0111 for additional questions.

When your mobile vending unit meets all of the requirements, bring the mobile unit to 1304 S. 25th St Edinburg, TX 78542 in order to have the vehicle inspected. You do not have to bring the unit in with power source for permit inspections. If the unit passes inspection, a permit will be issue. If the unit does not meet the requirements, an additional inspection will be made.

Hidalgo County Health & Human Services Department

Environmental Division

1304 S. 25th Street Edinburg, TX 78542

Phone (956) 383-0111Fax (956) 383-7351

http://www.hchd.org/index.html

DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life in Hidalgo County. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community.

Many of these TFE can involve extensive preparation and processes that include the cooking and advanced preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year in the U.S. and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill. With this in mind, the Hidalgo County Rules and the Texas Food

Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Health Department has established procedures that can

assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

Individuals or organizations are required to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer "Yes" to any of the following questions you will need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?
4. Are you serving open food, open container drinks (mixed drinks w/ ice, wine or keg beer) or food that requires refrigeration or to be held hot?

If you have additional questions, contact us at (9560 383-0111

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1304 S. 25th Ave., Edinburg, Texas 78542
Phone: 956-383-0111 Fax: 956-383-7351

ELECTRICAL OUTLET AGREEMENT FOR MOBILE FOOD VENDORS*

"If a mobile vendor is going to utilize electricity of an adjacent commercial business by plugging into an electrical outlet during hours of operation, the mobile vendor must submit a notarized letter of permission for use of electricity by the commercial business owner." (Section V.I., Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, Texas)

I, _____, of _____
(Name of electrical outlet owner) (Name of business with electrical outlet)

located at _____
(Address of business)

give permission to _____ of _____
(Name of mobile food vendor) (Name of mobile food vendor business)

to use the above-named business electrical outlet during normal hours of operation:

Day	Hours
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

_____
(Signature of electrical outlet owner)

***This agreement must be renewed and kept on file with HCHHS-ED every 120 days by the mobile food vendor permit-holder.**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by _____.
(Date) (Name of electrical outlet owner)

_____
(Signature of Notary Public)

Daily Operation Log for Mobile Food Vendors in Hidalgo County, Texas

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1304 S. 25th Ave., Edinburg, Texas 78542
Phone: 956-383-0111 Fax: 956-383-7351

RESTROOM FACILITY AGREEMENT FOR MOBILE FOOD VENDORS*

"If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located on an onsite or adjoining property within 300 feet of the mobile food establishment. Upon application for a permit hereunder, a mobile unit operator must provide HCHHS-ED with written and notarized permission by the owner of the toilet facility for use of restrooms by the permit holder and corresponding schedule." (Section V.F., Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, Texas)

I, _____, of _____
(Name of restroom facility owner) (Name of business with restroom facility)

located at _____
(Address of business)

give permission to _____ of _____
(Name of mobile food vendor) (Name of mobile food vendor business)

to use the above-named business restroom facility during normal hours of operation:

Day	Hours
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

_____
(Signature of restroom facility owner)

***This agreement must be renewed and kept on file with HCHHS-ED every 120 days by the mobile food vendor permit-holder.**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by _____.
(Date) (Name of restroom facility owner)

_____
(Signature of Notary Public)

Daily Operation Log for Mobile Food Vendors in Hidalgo County, Texas			
Date of Operation	**Time Open**	**Time Closed**	**Address of Location**

Waste Disposal and Maintenance Log for Mobile Food Vendors			
Date of Service	**Type of Service**	**Name of Service Provider**	**Receipt # (Keep a Copy)**

AI-43229 **Fire Marshal's Office 11. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Requesting permission to allow Fire Marshal Juan Martinez to attend the 2014 International Training Conference for Fire & Arson Investigators in Las Vegas, Nevada on April 13-18, 2014. Meals-Requisition#251341 Airfare-Requisition#251312 Registration-Requisition#251317 Hotel-Requisition#251298

BACKGROUND

Fire Marshal will gain certification hours, its a tested course, and is required to take IAAI courses to keep up with his IAAI certification

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-422-10-300-001-0-583/584

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

BUDGETARY IMPACT:

Funding available as of 2-19-14
Requisition# 251341, 251312, 251317, 251298

Attachments

signed form

Travel-Las Vegas-IAAI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/18/2014 04:03 PM
Manuel Chapa	Manuel Chapa	02/19/2014 01:56 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Sulema Cavazos Started On: 02/18/2014

Final Approval Date: 02/21/2014

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

RECEIVED FEB 07 2014

RECEIVED FEB 07 2014 COUNTY AUDITOR

DATE OF REQUEST: 02/04/14

DEPARTMENT NAME: Fire Marshal's Office

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal

EVENT INFORMATION

TITLE OF EVENT: 2014 International Training Conference for Fire & Arson Investigators

EVENT DATE(S) FROM: 04/13/14 TO: 04/18/14

DEPARTURE DATE: 04/12/14 RETURN DATE: 04/18/14

LOCATION OF EVENT: CITY: Las Vegas STATE: Nevada

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 595.00	✓
Subtotal for Object Code 584	$ 595.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 1,069.00	✓
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 598.08	✓
11. MEALS	$ 273.00	✓
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 1,940.08	✓
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,535.08	$

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

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

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

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

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

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

Registration Req # 251317

Airfare Req # 251312

Lodging Req # 251298

Meals Req # 251341

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	2/4/14	Sulema Canazos	318-2656

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Reyes	2-7-14		7561

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

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/04/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Fire Marshal's Office
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal

EVENT INFORMATION

TITLE OF EVENT:	2014 International Training Conference for Fire & Arson Investigators		
EVENT DATE(S) FROM:	04/13/14	TO:	04/18/14
DEPARTURE DATE:	04/12/14	RETURN DATE:	04/18/14
LOCATION OF EVENT: CITY:	Las Vegas	STATE:	Nevada

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 598.08	
11. MEALS	$ 273.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 1,940.08	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,535.08	$

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

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

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

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	2/4/14	Sulema Cavazos	318-2656

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

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

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

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

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

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

DEPARTMENT: Fire Marshal's Office

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

DEPARTURE DATE: 4/12/2014 RETURN DATE: 4/18/2014

TO CITY: Las Vegas STATE: Nevada

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Fire Marshal

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing policies and procedures, thererefore, enabling us to better perform our duties at the Hidalgo County Fire Marshal's Office.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: 2014 International Training Conference for Fire & Arson Investigators

SPONSORED BY: International Association of Arson Investigators

REGISTRATION CHECK PAYABLE TO: International Association of Arson Investigators

REGISTRATION ADDRESS: 2111 Baldwin Avenue, Suite 203
Crofton, MD 21114

SEMINAR START DATE: 4/13/2014

SEMINAR END DATE: 4/18/2014

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOYEE: $ 595.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 1

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

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

GL ACCT NO.: 4-1100-422-10-300-001-0-584 TOTAL NO. OF EMPLOYEES ATTENDING: 1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	595.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	595.00
TOTAL 2ND PAGE (B + C + D):	$	1,667.08
GRAND TOTAL (A + B + C + D)	$	2,262.08

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	SULEMA CAVAZOS	956-318-2656

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
JUAN MARTINEZ		138126
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

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

DEPARTMENT: Fire Marshal's Office

DEPARTURE DATE: 4/12/2014 RETURN DATE: 4/18/2014

TO CITY: Las Vegas STATE: Nevada

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Fire Marshal

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: Rio All-Suites Hotel & Casino HOTEL PHONE NO: 866-746-7671

ADDRESS OF HOTEL: 3700 West Flamingo Road CONFIRMATION NO.(s):

Las Vegas, NV 89103

ROOM RATE: $ 89.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 6 GENERAL LEDGER ACCT NO: 4-1100-422-10-300-001-0-583

ROOM RATE: TOTAL NO. OF ROOMS:

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 12.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 598.08

C. CAR RENTAL(S)

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

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

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

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

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

PHONE NUMBER OF CAR RENTAL COMPANY:

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

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY: Southwest Airlines

ADDRESS OF AIRLINE COMPANY: 2730 Airport Drive

Harlingen, TX 78550

PHONE NO. OF AIRLINE COMPANY: 956-425-9391 CONFIRMATION NO.: ZT9NMQ

ROUND TRIP AIRFARE PER PERSON: $ 1,069.00

NUMBER OF TRAVELERS: 1

GENERAL LEDGER ACCOUNT NUMBER: 4-1100-422-10-300-001-0-584 P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 1,069.00

SUBTOTAL (B+C+D) $ 1,667.08

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Juan Martinez	EMPLOYEE I.D. NO: 138126	EMPLOYEE TITLE: Fire Marshal
DEPARTMENT:	Fire Marshal's Office	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No
DEPARTURE DATE:	4/12/14	RETURN DATE:	4/18/14
TIME OF DEPARTURE:	9:10 A.M.	TIME OF RETURN:	8:40 P.M.
TO CITY:	Las Vegas	STATE:	Nevada
SEMINAR/CONFERENCE/MEETING: START DATE:	4/13/2014	END DATE: 4/18/2014	ACTUAL NO. OF DAYS 6
TITLE OF WORKSHOP/CONFERENCE:	2014 International Training Conference For Fire & Arson Investigators		
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air Travel	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?			
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	OUT OF STATE

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as the Fire Marshal for Hidalgo County.

B. ESTIMATED EXPENSES:

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

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 12-Apr	MONTH / DAY 13-Apr	MONTH / DAY 14-Apr	MONTH / DAY 15-Apr	MONTH/ DAY 16-Apr	MONTH / DAY 17-Apr	MONTH / DAY 18-Apr	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$63.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$84.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$126.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$273.00	$ 273.00

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

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

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):
Expense type: _____ days @ $ 20.00 $ -

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

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

Mapquest

IV. OTHER (Itemize)
_____ . . . . . $
_____ . . . . . $

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

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 273.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 4-1100-422-10-300-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

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

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

EMPLOYEE SIGNATURE	Juan Martinez DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

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

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 2/3/14
Department: Fire Marshal's Office Requestor: Sulema EXT: 5910
Number of Employees: 1
Employee(s) Name (DOB if requesting airfare): Juan Martinez 10/27/76
Destination: Las Vegas, Nevada
Name of Seminar/Conference: 2014 International Training Conference For Fire & Arson Investigators
Travel Account Number: 4 -1100-422-10-300-001-0-583

HOTEL: Req. #: 251298 P.O. #: _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Rio All-Suites Hotel & Casino Hotel Address: 3700 West Flamingo Road, Las Vegas, NV. 89103
# of Rooms: 1 Hotel Ph No: 866-746-7671 ASK FOR DAVID

Check In: 4/12/14 Check Out: 4/18/14

Single Bed or Double Beds

AUTO: Req. #: _____ P.O. #: _____ Vendor # 396095

Rental Location: _____ Type of Vehicle: _____

Date/Time of Pick up: _____ Date/Time of Drop off: _____

AIRFARE: Req. #: 251312 P.O. #: CITIBANK vendor #: 343277
Refundable: YES NO Airline Name: Southwest Airlines

Departure Date/Time: 4/12/14 @ 9:10am Return Date/Time: 4/18/14 @ 8:40pm

_____ 2/4/14
Signature: Elected Official/Department Head Date
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

LASVEGAS2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE AND ARSON INVESTIGATORS

SCHEDULE OF CLASSES

Time	Classroom A Fire Investigation & Research	Classroom B Legal Issues & Case Studies	Week Long Course Classroom C Basic Fire Investigation	Week Long Course Classroom D Spanish Basic Fire Investigation
Monday, April 14				
8:00 - 10:00	**OPENING CEREMONIES**			
10:00 - 12:00	**Keynote Presentation** — **The Station Nightclub Fire, Warwick, RI: John Barylick Lessons learned, legal battles & victims rights**			
1:00 - 3:00	Building & Fire Codes for the Investigator Robert Goodwin	Establishing Viable & Persuasive Causation Theories in Forensic Litigation Chad Stepan / Josh Iverson / David Bridges	IAAI 40-hour Basic Fire Investigation	IAAI 40-hour Basic Fire Investigation Delivered in Spanish
3:00 - 5:00	3D Technologies for the Fire Investigator Kirk McKinzie	Pitfalls of Expert Testimony: Avoiding Exclusion & Lawyer Tricks Karrie Clinkinbeard / Jerry King		
Tuesday, April 15				
8:00 - 10:00	Fire Death Investigation Frank Molino	Federal Prosecution of Arson Cases — Shaun Sweeney	Dixon Robin Barry Grimm Jim Allen Joseph Konefal	George Codding Ric Torres John Gamboa Jose Viegra
10:00 - 12:00		The Investigation, Arrest & Conviction of a Serial Arsonist (Ohio) Michael Dunton / Angela Poth-Wypasek		
1:00 - 3:00	***ANNUAL GENERAL MEETING***	How to Predict a Serial Arsonist: Case Study of Sweden's Worst Eva Ljungkvist / Dan Granvik *(Also offered Thursday AM in Classroom D)*		
3:00 - 5:00		Expanding Role of Electronic Modules in Vehicle Fire Investigations Eric Simons		
Wednesday, April 16				
8:00 - 12:00	**EVIDENCE COLLECTION PRACTICUM - CHALLENGE FOR IAAI-ECT DESIGNATION. PRIOR REGISTRATION REQUIRED-Classroom D**			
8:00 - 10:00	Methodology for Identifying Area of Origin by Using the Building Electrical System Mike Keller *(Spanish Translation will be available for this class)*	USS Miami Marine Fire Investigation Brian Grove / John Morris	Basic Fire Investigation Continues	Special Note: Spanish Class will attend Classroom A ALL DAY
10:00 - 12:00		Explosives for the Fire Investigator — Chris Case		
1:00 - 3:00	Raising the Bar of Fire Investigation NFPA 921/1033 2014 Editions Randy Watson / George Wendt *(Spanish Translation will be available for this class)*	A Perfect Storm Brewing for Fire Investigators: The Role of the NAS Report on Forensic Science Terry Dawn-Hewitt / Wayne McKenna		
3:00 - 5:00		Fire Fatality Research — Elayne Pope		
Thursday, April 17				
8:00 - 10:00	Research Updates in ARC Melting Mike Keller *(Spanish Translation will be available for this class)*	Impact of Fatality Fires on the Investigators William Visnovske / Dr. Jeff Mitchell	Basic Fire Investigation Continues	Special Note: Spanish Class will attend Classroom A ALL DAY
10:00 - 12:00	Fire Protection in Fire Investigations (Construction, Alarms, Sprinklers, & Commerical Kitchens) Jason Kramarczyk *(Spanish Translation will be available for this class)*	Casby Quadruple Homicide/Arson Investigation Dan Hebert / David Tucholiski		How to Predict a Serial Arsonist: Case Study of Sweden's Worst Eva Ljungkvist/Dan Granvik *(Also offered Tuesday PM in Classroom B)*
1:00 - 3:00	Impact of Vertical Ventilation on Post-Flashover Fires Ryan McCormick / Lee McCarthy *(Spanish Translation will be available for this class)*	Industrial Lighting Systems & Fire Causation Dave Powell	Basic Fire Investigation Continues	Special Note: Spanish Class will attend Classroom A ALL DAY
3:00 - 5:00		Consumer Products Safety Commission (CPSC) Focus on Working Cooperatively to Address & Reduce Fire Risk From Consumer Products Marc Schoem		
Friday, April 18				
8:00 - 12:00	Fuel Air Explosions Scott Davis	Identifying & Examining Youth Fire Setting & Bomb Making Jessica Gotthold	IAAI 40-hour Basic Fire Investigation Concludes	Spanish IAAI 40-hour Basic Fire Investigation Concludes

Conference Testing is available on CFITrainer.Net*

NOTE: Schedule and Courses are Subject to Change Without Notice

Daily Lunch/Break: 12:00 - 1:00



Hotel & Transportation

Rio All-Suites Hotel & Casino
3700 West Flamingo Road
Las Vegas, NV , 89103, US
(866) 746-7671

Make your reservation TODAY!

Transportation and Shuttle Service

The Rio is located 10 minutes from McCarran International Airport and easily reached by taxi, pre-arranged shuttl

The IAAI has corporate rates available through Enterprise Rental Car.

- Click link to Enterprise. This will redirect to Enterprise Reservation page.
- Scroll down to Item #3. Where it says "Optional", enter L180809 and press Enter.
- At the next screen, you will be prompted for a PIN. Enter INT (case sensitive).
- You will then be redirected to the reservation page, where you will proceed as directed to make your reserv

enterprise rent-a-car

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International Association of Arson Investigators, Inc. 2111 Baldwin Avenue, Suite 203 | Crofton, MD 21114 | Phone: 800-468-IAAI (4224) | Fax: ·

Home | En español | Schedule | Courses | Register | Hotel | Exhibitors | Poster | Contact Us

Error: Please do not use back / refresh buttons. Please do not click the submit button more than once.

Registrant Information

Registration For: Mr. Juan G Martinez
Registration Type: IAAI Member
Registration Amount: $595.00

Registered Events

Add / Edit events for Mr. Juan G Martinez's registration

Event Name	Date	Starts	Ends	Free Tix	Total Tix	Fee	Total
Presidents Reception	4/13/2014	06:00 PM	10:00 PM	1	1	$60.00	$0.00
Awards Banquet	4/15/2014	06:00 PM	10:00 PM	1	1	$60.00	$0.00

Event Total: $0.00
Registration Total: $595.00
Registrant Sub Total: $595.00

Registration Totals

Cost of Registration: *(Includes Guest Registrations)* $595.00
Cost of Events: *(Includes Guest Registrations)* $0.00
Total Cost of Registration: $595.00

Return to Overview

Enter Promotion Code: Save Promotion Code
Total Due (after Discount) $595.00

Payment Options

Payment Method: -- no selection --
Name on Card: Juan Martinez
Address: 1124 North M Road
Address 2:
City, State & Zip: Edinburg Texas 78542
Country: United States
Card Type & Number: -- no selection --
Expiration Month & Year: -- --
Card Security Code:
Where is my Card Security Code? | Why do you need this?

Total Due: $595

Full payment must be received by IAAI prior to the conference start date.

In the event you have already paid, please disregard.

Please call the IAAI office at 800-468-IAAI (4224) office if you need to cancel.

Registrations canceled after 4/5/2013 will be charged a $50 cancellation fee.

To avoid multiple charges, please only click once. Do not refresh the page.

Submit Registration

Attached you will find the confirmation fro MR. Martinez's hotel stay please change req to reflect Citibank as hotel has been charge to the county's credit card hotel will not except checks at all so room has been paid for already.

From: "Rio All-Suite Hotel & Casino" <emails@em.harrahs-notifications.com>
To: "NIELDA CAVAZOS" <NIELDA.CAVAZOS@CO.HIDALGO.TX.US>
Sent: Tuesday, February 4, 2014 10:15:54 AM
Subject: Rio All-Suite Hotel & Casino Reservation Confirmation # DGHNN

View this email with images.

CAESARS RESERVATIONS TOTAL REWARDS CASINO LOCATOR DEALS RESPONSIBLE GAMING

HOTEL CONFIRMATION

RESERVATION CONFIRMATION

This is an automatically generated e-mail. Please DO NOT REPLY to this e-mail.

Dear Juan Martinez,

Thank you for choosing Rio All-Suite Hotel & Casino. Your confirmation number and reservation details are below.

Please keep this page for your records. **Confirmation Number: DGHNN**

Rio All-S
C



3700 W. F
Las Vegas
1-800-PLA

Rio All-Suite Hotel & Casino gives you easy Strip access with complimentary and convenient shuttles. Discover just a taste of all the fun that awaits you here:

- Don't miss Penn & Teller's rule-breaking show and its big laughs and dazzling illusions.
- If wild nightlife is your preference, it doesn't get much hotter than at VooDoo Rooftop Nightclub, with live music and DJs all 51 stories above the hustle and bustle.
- Excite your senses at Chippendales, a show featuring 12 physically perfect male dancers who delight the audience with a series of disarmingly sexy, yet tasteful, routines.
- The Village Seafood Buffet is the only all-seafood, all-the-time, all-you-can-eat buffet in Las Vegas featuring lobster, snow crab legs, shrimp, fresh shucked oysters, sushi and much more.
- iBar features cutting-edge technology at Microsoft Surface tables that revolutionize the Las Vegas lounge experience.

Connect w

There's something here for everyone!

Shop the Total Rewards Marketplace and earn 1 Reward Credit for every $1 you spend.
You can now earn Reward Credits while shopping at hundreds of your favorite online retailers at the Total Rewards Marketplace.

Play the Caesars Casino game on Facebook and earn real-world Reward Credits® with the purchase of virtual coins in the game. You'll be able to enjoy an exciting casino experience from home when you play video slots, blackjack and roulette. Send your friends free spins, brag about your big wins and unlock new slots and games. It's free, fun and always accessible on Facebook.

Reservation Information

Guest Name: Juan Martinez
Confirmation Number: DGHNN
Check-In Date: 04/12/2014
Check-Out Date: 04/18/2014
Number of Adults: 1
Number of Children:
Package Name:

Billing Information
Juan Martinez
NIELDA.CAVAZOS@CO.HIDALGO.TX.US
RMC xxxx-xxxx-xxxx-6616
Exp. xx/xx

Rates F
04/12/2
USD
04/13/2
USD
04/14/2
USD
04/15/2
USD
04/16/2
USD
04/17/2
USD

Total Ti
$598.08
*Exclud
charges
fees
**Estim

Please note:
To redeem a Total Reward's hotel offer the Total Reward customer must be present at check-in with a valid photo ID and T
that match the name on the hotel reservation. If a reservation is made combining two Total Rewards accounts, both Total R
must be present at check-in with valid IDs. No additional names will be allowed to check-in without the primary guest preser

If the Total Reward customers do not arrive together, they will not be able to check in, but will have the option to book a sep
until the arrival of the other Total Reward customer. Upon arrival of both Total Reward's customers we will honor the origina

Did you know you can view your reservation online anytime? Please click here to view your reservation online.

TERMS AND CONDITIONS

Hotel Information
Rio All-Suite Hotel & Casino
3700 W. Flamingo
Las Vegas, NV 89103
1-800-PLAY-RIO

Directions

Room Selection & Preferences
KING NS MTVW

**PLEASE NC
Room prefere
guaranteed ar
charges may
are disabled a
special accom
please call 1-8
CAESARS

RIO ALL-SUITE HOTEL & CASINO CANCELLATION POLICY
A 72-hour cancellation notice is required prior to your arrival date to receive a refund of your deposit except non-refundable
transferable reservations as noted in the package disclaimer. If you cancel within 72 hours, including reservations made wi
your arrival, you will be charged the 1st night's room rate and tax. For Total Rewards customers, this amount will be deduc
Total Rewards account. Declined or invalid credit card numbers may result in cancellation of booking without prior notice. F
will be accepted for pre-payment of reservation balance only if received at least 30 days prior to arrival date. Checks will n
received less than 30 days prior to arrival. Reservations made for December 29 - 31, 2014 require cancellation 7 days prio
Cancellations within 7 days of arrival are subject to the forfeit of one nights deposit.

DEPOSITS AND CREDIT CARDS
All reservations must be guaranteed by a major credit card. A valid credit card in the guest's name is required along with p check-in for incidentals. For general reservations, one night's room and tax are charged upon booking; for package reserv package price of room and tax are charged upon booking. Reservations made with declined or invalid credit cards are sub cancellation. If your reservation is for arrival within the next 3 days, you will be required to present the same credit card wh the deposit to the registration clerk upon arrival for verification.

A credit card or $200 deposit is required on all reservations. For incidental charging to the room, a $100 per day credit car taken in addition to your entire room and tax for the stay (No cash deposits). Alternatively, a one time $200 flat fee of cash may be given, however, this would only allow phone and movie privileges.

TOTAL REWARDS OFFERS
To redeem a Total Rewards hotel offer the primary Total Rewards customer on the account must be present at check-in w and Total Rewards card that match the name on the hotel reservation. Should a companion arrive prior to the individual wi reservation, the companion will not be able to check-in but will have the option to book a separate reservation until the arri Total Rewards customer. Upon the arrival of the individual with the original reservation, they will be added to the new rese honor the original rates booked.

RATES
Internet rates are not valid with, during, or in conjunction with other Discount programs, including corporate group and junk rates are currently subject to 12% tax and tourism fee that may not be reflected in total cost. Prior to confirmation, all rates change without notice and based upon limited availability.

ROOM PREFERENCES
We will make every effort to fulfill your preference requests; however they are not guaranteed, as rooms are assigned at ch Additional charges may apply for some requests. For accommodation preferences for the physically challenged, please ca CAESARS.

CHECK-IN/CHECK-OUT
Check-In time is 4:00pm and Check-Out time is 11:00am.

LATE ARRIVALS
Rooms reserved through Harrahs.com are guaranteed for late arrival (after 6pm).

AGE REQUIREMENT
You must be 21 years of age or older to reserve a room.

ADDITIONAL PERSON CHARGES
Maximum occupancy is four persons per room. There is an additional nightly fee of $30 per person for rooms with more tha occupants.

DOG POLICY
Guests traveling with their dog will be asked to fill out a waiver form accepting responsibility for any damage or cleaning ch occur while at the Hotel. Dogs are only allowed in specified guestrooms and guests must make reservations in advance to dog. The Hotel only allows dogs that weigh less than 50 pounds and up to two-dogs are allowed per room.

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Nielda Cavazos, Travel Specialist
Hidalgo County Purchasing
2812 S Bus Hwy 281
Edinburg,Texas 78539
O/956-318-2626
F/956-318-2629

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AIR Itinerary

AIR Confirmation: ZT9NMQ

Confirmation Date: 02/4/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
MARTINEZ/JUAN	Join or Add #	5262189223305	Feb 4, 2015	9562

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Date	Flight	Departure/Arrival
Sat Apr 12	2558	Depart **HARLINGEN, TX** (HRL) on Southwest Airlines at **09:10 AM** Arrive in HOUSTON (HOBBY), TX (HOU) at 10:10 AM Anytime
	3122	Change planes to Southwest Airlines in HOUSTON (HOBBY), TX (HOU) at 12:10 PM Arrive in **LAS VEGAS, NV** (LAS) at **1:30 PM** Travel Time 6 hrs 20 mins Anytime
Fri Apr 18	353	Depart **LAS VEGAS, NV** (LAS) on Southwest Airlines at **1:55 PM** Arrive in HOUSTON (HOBBY), TX (HOU) at 6:50 PM Anytime
	47	Change planes to Southwest Airlines in HOUSTON (HOBBY), TX (HOU) at 7:45 PM Arrive in **HARLINGEN, TX** (HRL) at **8:40 PM** Travel Time 4 hrs 45 mins Anytime

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- **Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.**

Air Cost: 1,069.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262189223305: NONTRANSFERABLE
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

HRL WN X/HOU WN LAS478.14YL.WN X/HOU WN HRL478.14YL.956.28.END ZPHRLHOULASHOU XFHRL4.5HOU3LAS4.5HOU3 AY10.00$HRL2.50 HOU2.50 LAS2.50 HOU2.50

Important Reminders:

Checkin

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.

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Cost and Payment Summary

AIR - ZT9NMQ

Base Fare	$ 956.28
Excise Taxes	$ 71.72
Segment Fee	$ 16.00
Passenger Facility Charge	$ 15.00
September 11th Security Fee	$ 10.00
Total Air Cost	$1,069.00

Payment Information
Payment Type: Mastercard XXXXXXXXXXXX6616
Date: Feb 4, 2014
Payment Amount: $1,069.00

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[1] All travel involving funds from this Confirmation Number must be completed by the expiration date.
[2] Security Fee is the government-imposed September 11th Security Fee.

See Southwest Airlines Co. Notice of Incorporation
See Southwest Airlines Limit of Liability

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

Contact Us

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Requisition

Req # 00251298

PO #

Date: 02/03/14

Bill To: x
x

Vendor : 343277
CITIBANK
P.O. BOX 183173
COLUMBUS OH 43218-3173

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	NGT	CO HOTEL STAY FOR FIRE MARSHAL JUAN MARTINEZ TO ATTEND 2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE & ARSON INVESTIGATORS IN LAS VEGAS, NEVADA APRIL 13-18, 2014 CHECK IN 4/12/18 CHECK OUT 4/18/14 TOTAL OF 6 NIGHTS $89.00 + 12% TAX=$99.68 PER NIGHT	99.68	598.08
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-583	598.08	
			Freight	.00
			Total	598.08
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00251317

PO #

Date: 02/04/14

Bill To: x
x

Vendor : 350605
INTERNATIONAL ASSC OF ARSON INVESTIG
2151 PRIEST BRIDGE DRIVE, STE 25
CROFTON MD 21114-2466
FAX (410)451-9049

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	REGISTRATION FOR FIRE MARSHAL JUAN MARTINEZ TO ATTEND 2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE & ARSON INVESTIGATORS IN LAS VEGAS, NEVADA APRIL 13-18, 2014 REGISTRATION TYPE: IAAI MEMBER FREE PRESIDENTS RECEPTION AND AWARDS BANQUET	595.00	595.00
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-584	595.00	
			Freight	.00
			Total	595.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00251312

PO #

Date: 02/04/14

Bill To: x
x

Vendor : 343277
CITIBANK
P.O. BOX 183173
COLUMBUS OH 43218-3173

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ROUNDTRIP FLIGHT FOR FIRE MARSHAL JUAN MARTINEZ TO ATTEND 2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE & ARSON INVESTIGATORS IN LAS VEGAS, NEVADA APRIL 13-18, 2014 CONFIRMATION# ZT9NMQ DEPARTING APRIL 12TH FROM HARLINGEN, TX, SOUTHWEST AIRLINES FLIGHT# 2558 AT 9:10AM ARRIVE IN HOUSTON, TX AT 10:10AM CHANGE PLANES AT 12:10PM IN HOUSTON, TX ARRIVE IN LAS VEGAS, NV AT 1:30PM FLIGHT# 3122 ---------- DEPARTING APRIL 18TH FROM LAS VEGAS, NV, SOUTHWEST AIRLINES FLIGHT# 353 AT 1:55PM ARRIVE IN HOUSTON, TX AT 6:50PM CHANGE PLANES AT 7:45PM IN HOUSTON, TX ARRIVE IN HARLINGEN, TX AT 8:40PM FLIGHT#47	1,069.00	1,069.00
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-583	1,069.00	
			Freight	.00
			Total	1,069.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00251341

PO #

Date: 02/04/14

Bill To: x
x

Vendor : 338702
MARTINEZ, JUAN
C/O FIRE MARSHAL

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	BULK	TRAVEL ADVANCE FOR MEALS FOR FIRE MARSHAL JUAN MARTINEZ TO ATTEND 2014 INTERNATIONAL TRAINING CONFERENCE FOR FIRE & ARSON INVESTIGATORS IN LAS VEGAS, NEVADA APRIL 13-18, 2014 FLIGHT DEPARTING FROM HARLINGEN,TX ON 4/12/14 @ 9:10AM BREAKFAST, LUNCH, AND DINNER FOR 4/12/14-4/18/14 FLIGHT RETURNING FROM LAS VEGAS,NV ON 4/18/14 @ 8:40PM	273.00	273.00
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-583	273.00	
			Freight	.00
			Total	273.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-43153 **Urban County 12. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Guadalupe Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 3 is requesting authority to purchase park equipment through Hidalgo County's membership and participation with TXMAS (State Travel Management Program) approved vendor Kidstuff Playsystems, Inc., (contract # TXMAS-14-78010) in the amount of $95,457.00 (quote attached hereto) to include shipping fees. Hidalgo County Precinct No. 3 –Sullivan City forfeited funds under UCP Year 26 (2013) Parks, Recreational Equipment funds will be utilized.

BACKGROUND

The parks/recreational equipment will include two complete playsystems , additional park equipment and installation. Payment in the amount of $95,457.00 will include warranties, delivery, and installation. Delivery is expected within 60 days.

Vendor: Kidstuff Playsystems, Inc.
Purchase Amount: $95,457.00

Funds Available: $105,000.00 Year 26 (2013) Parks, Recreational Facility Improvement Funds

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 02:23 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Mary Flores Started On: 02/12/2014 01:28 PM

Final Approval Date: 02/21/2014

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: TXMAS **Person Contacted:** RICHARD HAGELBERG

VENDOR #1 **Name:** KIDSTUFF PLAYSYSTEMS INC **Contract No.** TXMAS-14-78010 **Phone:** 800-255-0153

Quantity	Description of Items	Price per Unit	Total Amount
1	Playsystem #6302-02-132, ages 5-12	$11,940	$11,940
1	Playsystem #6600-02-131, ages 2-5	$11,775	$11,775
1	Spin Cycle #89506, ages 5-12	$2,155	$2,155
1	Bipod Swing Set #40804, 4 belt seat	$1,090	$1,090
4	Bench #52006, 6ft with back	$295	$1,180
2	Age Appropriate Sign #67101, 2-5, & Age Appropriate Sign # 67102, 5-12	$460	$920
1	HealthTrek Vertical Curl #HTK09	$905	$905
1	Health Trek Overhead Ladder # HTK03	$1,835	$1,835
1	Health Trek Parallel Bars # HTK15	$1,015	$1,015
1	HealthTrek Push Up #HTK05	$645	$645
1	HealthTrek Balance Beam Walk #HTK16	$975	$975
1	HealthTrek Chin Up Bars #HTK07	$1,105	$1,105
1	HealthTrek Abdominal Crunch Bench #HTK04	$1,095	$1,095
1	HealthTrek Hamstring Bench- SIGN ONLY	$305	$305
1	HealthTrek Welcome Sign	$465	$465
1	TXMAS Use FEE	$1,432	$1,432
1	Freight to Sullivan City N/C if ordered by 3/1/14 $4,485 if after	$0	$0
1	Labor to install Equipment	$17,100	$17,100
1	Safety Surf.(EWF) Approx. 14,560 sf, with EWF @9" w/borders, cloth & Spillway ADA acc.	$39,520	39,520
		TOTAL:	95,457

JAN 30 2014

Recommendation: Requesting approval to move forward with the purchase of this equipment and its installation from Kidstuff Play systems INC.

Requested by: [signature] Date 1/29/14 **UCP Approval:** [signature] Date 2/11/14

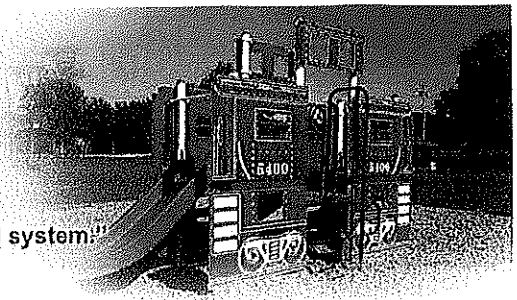
UCA-5

REVSED JUNE 2009



Kidstuff Playsystems

"You can't buy a safer, better, or tougher playground system."



Kidstuff Playsystems, Inc. | 5400 Miller Avenue | Gary, IN 46403 | www.kidstuffplaysystems.com | 1-800-255-0153

Guadalupe Garcia, UCP Coordinator II
Ms Judy Davila, City Manager
City of Sullivan City
PO Box 249
Sullivan City, TX 78595

February 6, 2014

Quote for Playground Renovation, City of Sullivan City Memorial Park
Revised Quote with 14500sf Safety Surface of Engineered Wood Fiber and Added Fitness Course
TXMAS Cooperative Pricing Revision showing 2014 Retail Price

This quote includes new play equipment, delivered and installed with new safety surfacing to Memorial Park, at 500 Cenizo Drive, Sullivan TX: A 5-12 playsystem, a 2-5 playsystem, each with transfer point access to the playsystem. Also a 4-seat swing set, age appropriate sign for each playsystem, spinning ride for 5-12, and 4 benches. In addition, we will provide and install a seven piece fitness course appropriate for children 5-12 and adults in the wooded section of the lot, leaving room for a tire run the City of Sullivan will construct in the fitness course.

Playground is to have engineered wood fiber (EWF) safety surface covering an area 104ft x 140ft, providing safety surfacing under existing play equipment as well as for the new. Exercise course is separate, and will be installed in earth, without additional surfacing.

This plan has the City of Sullivan City removing the existing swing frames, including footings, and the new playsystems being installed near the walking track. The new swing set will be installed between the existing picnic tables. The new spinning ride for 5-12 year olds will be to the side, near the 5-12 playsystem. All other play equipment on the lot will remain as it is. Please see attached proposed site plan. Renderings show only the playsystems.

It is my understanding that you are keeping the 2 sheltered picnic tables, so I have removed all picnic tables from our quote. If you wish additional picnic tables, or shelters with picnic tables, please let me know and we will give you an option to add them.

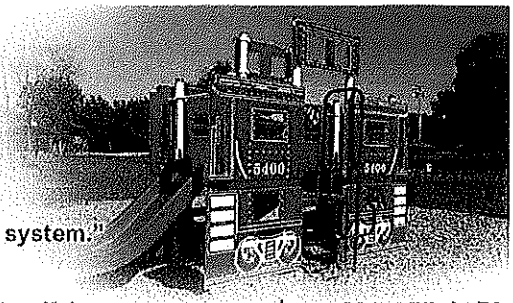
It is my pleasure to tender the following quote. Prices are at, or less than the price published to the TXMAS buying cooperative. See the appended Sullivan City Memorial Park Playground/Fitness Course Costing sheet and the attendant price lists:

#6302-02-132 and #6600-02-131	**Sullivan City Price**	**2014 Retail List Price**
Playsystem #6302-02-132, ages 5-12, your price:	$11,940	(List: $18,925)
Playsystem #6600-02-131, ages 2-5, your price:	$11,775	(List: $18,670)
Spin Cycle #89506, ages 5-12, your price:	$2,155	(List: $2,960)
Bipod Swing Set #40804, 4 belt seat, your price:	$1,090	(List: $1,735)
4 Bench #52006, 6ft with back, your price:	$1,180	(List: $470 each)
Age Appropriate Sign #67101, 2-5, your price:	$460	(List: $730)
Age Appropriate Sign #67102, 5-12, your price:	$460	(List: $730)
HealthTrek Vertical Curl #HTK09, your price:	$905	(List: $1,435)
HealthTrek Overhead Ladder #HTK03, your price:	$1,835	(List: $2,915)
HealthTrek Parallel Bars #HTK15, your price:	$1,015	(List: $1,595)
HealthTrek Push Up #HTK05, your price:	$645	(List: $1,025)
HealthTrek Balance Beam Walk #HTK16, your price:	$970	(List: $1,540)
HealthTrek Chin Up Bars #HTK07, your price:	$1,100	(List: $1,745)
HealthTrek Abdominal Crunch Bench #HTK04,	$1,100	(List: $1,745)
HealthTrek Hamstring Bench #HTK– SIGN ONLY,	$310	(List: $490)
HealthTrek Welcome Sign #HTK20, your price:	$465	(List: $745)
Equipment Cost:	**$37,405**	**$58,865**



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2/6/14
TXMAS

Quote for Playground Renovation, City of Sullivan City Memorial Park
Revised Quote with 14500sf Safety Surface of Engineered Wood Fiber and Added Fitness Course
Page 2

	Sullivan City Price	2014 Retail List Price
Equipment Cost:	**$37,405**	**$58,865** (repeat from prev. pg)
TXMAS Use Fee:	**$1,432**	
Freight to Sullivan City TX 78595:	**N/C if ordered by 3/1/14**	**$4,485** if later than 3/1
Labor to install Equipment:	**$17,100**	**$29,433**
Safety Surface for Play Equipment: Engineered Wood Fiber (EWF), approx. 14,560sf, with EWF @ 9" (compressed – 12" fresh), with borders, groundcloth, EWF and Spillway ADA access, with all materials, freight and labor, your cost:	(see breakout on appended costing sheet) **$39,520**	**$53,488**
Sullivan City Memorial Park TXMAS total:	**$95,457**	**$146,271 2014 retail cost**

This is a quote for the playsystems with 1 **roof** each, a large hex roof on the #6302-02-131 and a pyramid roof on the 6600-02-131.

I believe you already have all renderings, plan views, warranty information, etc., necessary, but if you need any other documentation, please let me know and I will be glad to send them. It is a pleasure to help.

Best regards,

Laura Sheets
Executive Assistant, Sales and Marketing
laura@kidstuffplaysystems.com

Appended: Sullivan City Memorial Park Playground/Fitness Course Costing
TXMAS contract info sheet
Price list on TXMAS website (2013 pricing but approved for 2014)
TXMAS Component Price list (for figuring custom work to playsystems)
2014 Kidstuff Playsystems Retail Price List (pertinent pages)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Meyer
Brown Insurance Group 9105-A Indianapolis Blvd Suite 300 Highland IN 46322	PHONE (A/C, No, Ext): (219) 972-6060 FAX (A/C, No): (219) 972-6055 E-MAIL ADDRESS: kmeyer@browninsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maxum Indemnity Company	
INSURER B: Progressive Southeastern Ins.	
INSURER C: Midwest Employers Casualty	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Kidstuff Playsystems, Inc. and KidSoft, LLC
5400 Miller Ave
Gary IN 46403

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 **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 [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		GLP6006008-06	7/1/2013	7/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			08123897-2	07/06/2013	07/06/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB6010181-05	7/15/2013	7/15/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	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		BNUWC0117397	7/6/2013	7/6/2014	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Hidalgo County-Urban County Program is additional insured to general liability when required by a written contract.

CERTIFICATE HOLDER

Hidalgo County
427 East Duranta Avenue
Suite 107
Alamo, TX 78516

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

Karen Meyer

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AI-43233 **Elections Administration 13. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and/or action, including but not limited to Elections updates

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 10:07 AM
Obdett Calzada	Obdett Calzada	02/21/2014 10:47 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Amanda Valdez Started On: 02/18/2014 05:35 PM

Final Approval Date: 02/21/2014

AI-43099 **Head Start 14. A.**

CC REGULAR

Meeting Date: 02/25/2014

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: 02.19.14

Attachments

Obsolete Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 09:53 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Linda Galaviz Started On: 02/07/2014 03:07 PM

Final Approval Date: 02/21/2014

Obsolete Items

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: February 19, 2014

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

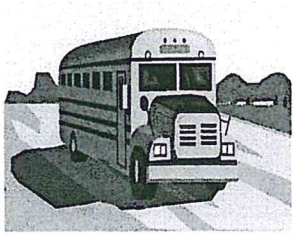
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INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: February 7, 2014

CC: Teresa Flores, Executive Director
Elma Keller, Finance Director
Files

As per our previous conversation, the attachment is a listing of supplies, classroom and office furniture, damaged dinnerware and equipment that, in my best judgment, have determined to be obsolete, no longer functional and/or beyond repair.

I am requesting that you present this list to our Policy Council and Commissioners Court for their consideration and approval to declare the attached listing surplus. Once the request is approved concurrently, the property will be under the custodianship of the County and subsequently auctioned March 12, 2014.

Please advise me on your decision so that I may proceed in disposing of the inventory.

Thank you

Attachments

Auction Items February 7, 2014

Item description	Serial/model	Inventory #	Quantity
Desk-secretary	N/A	015486	1
Desk-secretary	N/A	007946	1
Desk-secretary	N/A	None	1
Desk-secretary	N/A	None	1
Desk-secretary	N/A	015991	1
Desk-executive		013153	1
CD player	N/A	None	1
Radio	OIME118758	None	1
CD player	WJ6JF001242	None	1
Paper shredder-Fellows	CRC 32259	None	1
Paper shredder-Swinline	XK198184	19900	1
Printer-HP	None	015362	1
Refrigerator-2door	True	014472	1
A/C –heater-window unit	LEBR09451	None	1
A/C –heater-window unit	LEBR09636	None	1
A/C –heater-window unit	201112000051	None	1
Fax machine	1131006161	16560	1
Fax machine	113006160	16384	1
Fax machine	UZW92760	None	1
Fax mcahine	JLR10264	16182	1
Typewriter IBM	14306000138508	009093	1
Cassette player	None	004991	1
Cassette player	KH-590885	None	1
Headphone set	None	004308	1

Desk-clerk	N/A	None	1
Soap dispenser	N/A	None	24
First-aid kit	N/A	None	7
Sand/water table	N/A	None	1
Cots-children	N/A	None	12
Dessert bowl-plastic	N/A	None	42
Cereal bowl-plastic	N/A	None	57
Plate-3compartment plastic	N/A	None	151
Plate-breakfast plastic	N/A	None	76
Tumbler-4 oz. plastic	N/A	None	216
Pitcher plastic	N/A	None	18
Bowl serving plastic	N/A	None	47
Mustard bottle plastic	N/A	None	16
Can opener commercial	N/A	None	2
Can opener electric	N/A	None	1
Spoodle	N/A	None	71
Ladle	N/A	None	53
Dish rack	N/A	None	3
Cutting board	N/A	None	6

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
Battery Backup	Mod#1400 Smart UPS, Comp APC	WS9940000609	N/A
Battery Backup	Mod#3000XL Smart UPS, Comp APC	SU3000RMXL3U	N/A
Camera-Surv	ADCBH2506TN	B08TCD0046	None
Camera-Surv	AT Mod#5D-21DN	1034996N	19044
Camera-Surv	AT Mod#5D-21DN	1164024N	19764
Camera-Surv	AT Mod#5D-21DN	1164070N	19765
Camera-Surv	AT Mod#5D-21DN	1035023N	None
Camera-Surv	AT Mod#5D-21DN	907TPB0157	None
Camera-Surv	AT Mod#5D-21DN	907TPB0604	None
Camera-Surv	AT Mod#5D-21DN	907TPB0732	None
Camera-Surv	AT Mod#5D-21DN	907TPB0745	None
Camera-Surv	AT Mod#5D-21IR-VP	1035252N	19049
Camera-Surv	AT Mod#5D-21IR-VP	1190523N	19767
Camera-Surv	AT Mod#ADCP2865CN	907TOB0688	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0225	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0595	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0749	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0886	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0943	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1297	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1301	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1381	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1391	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1413	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0013	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0023	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0097	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0102	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0105	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0153	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0156	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0193	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0200	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0217	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0591	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0629	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0686	None

Inventory for 2014 Auction			
Description	**Model Type**	**Serial Nº**	**Tag**
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0692	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0693	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0694	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0696	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0746	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0831	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0832	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0877	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0897	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0940	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB1308	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB1355	None
Camera-Surv	Black Small Round	2335A6C0063	None
Camera-Surv	DTC 400 Mod#041 ID	A6400254	17084
Camera-Surv	Mod#ADC733	16245800	None
Camera-Surv	Mod#ADC733	16245857	None
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11208266	None
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11406461	None
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11507720	None
Camera-Surv	Mod#DBM-24VFW	C25540423H31E10383	19784
Camera-Surv	Mod#Di721 Indoor Dome 700TVL	11611807	None
Camera-Surv	Mod#Do721 Indoor Dome 700TVL	12312884	None
Camera-Surv	Mod#Do721 Indoor Dome 700TVL	12312887	None
Camera-Surv	Mod#SSC-CD79 Sony	0100178	None
Camera-Surv	Vandal Proof Dome Mod#MVCHVFUR	0891993N	089199
Camera-Surv	Vandel Proof (2H49UF3)	2H49VF3590057	None
Computer	Dell Optiplex GX280	FFR9Y71	16468
Computer	Dell Optiplex GX280	5FR9Y71	16996
Computer	Dell Optiplex GX280	JMSC761	17006
Computer	Dell Optiplex GX280	HMSC761	17009
Computer	Dell Optiplex GX280	9MSC761	17013
Computer	Dell Optiplex GX280	8HSC761	17017
Computer	Dell Optiplex GX280	1LSC761	17023
Computer	Dell Optiplex GX280	1NSC761	17025
Computer	Dell Optiplex GX280	CKSC761	17028
Computer	Dell Optiplex GX280	BJSC761	17030
Computer	Dell Optiplex GX280	FMSC761	17037

Inventory for 2014 Auction			
Description	**Model Type**	**Serial Nº**	**Tag**
Computer	Dell Optiplex GX280	GHSC761	17040
Computer	Dell Optiplex GX280	3NSC761	17059
Computer	Dell Optiplex GX280	4JSC761	17061
Computer	Dell Optiplex GX280	3G3F761	17063
Computer	Dell Optiplex GX280	CHSC761	17069
Computer	Dell Optiplex GX280	CMSC761	17072
Computer	Dell Optiplex GX280	DJSC761	17077
Computer	Dell Optiplex GX280	DMSC761	17078
Computer	Dell Optiplex GX280	6G3F761	17089
Computer	Dell Optiplex GX280	7JSC761	17095
Computer	Dell Optiplex GX280	6KSC761	17104
Computer	Dell Optiplex GX280	6DR9Y71	17129
Computer	Dell Optiplex GX280	SFR9Y71	17134
Computer	Dell Optiplex GX280	1KSC761	17138
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100029	17352
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100064	17355
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100155	17357
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100034	17363
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100132	17367
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100032	17369
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100020	17376
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100024	17378
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100058	17382
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100131	17389
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100056	17403
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100025	17408
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100128	17412
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100018X	17414
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100057	17419
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100063	17488
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100051	17568
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100016	17894
DV-Monitor	19" Mod#MON-19LCD BL-CCTV	LML93BA10088	19618
DV-Monitor	19" Mod#MON-19LCDBL-CCTV	LML93BA10079	19611
DV-Monitor	19" Mod#MON-19LCDBL-CCTV	LML93BA10094	19613
DV-Monitor	19" Mod#MON-19LCDBL-CCTV	LML93BA10052	19614
DV-Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AA6C	16807

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
Monitor	CTX 19" Flat Panel Mod#S966A	7243300255	17008
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJ0Z	16326
Monitor	Dell 17" Flat Panel	CN--02Y315-71618-49E-AJY3	16374
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-A9801	16801
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-A999	16802
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAGB	16805
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AA3E	16809
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAFW	16813
Monitor	Dell 17" Flat Panel	CN-049833-71618-696-AC4F	16816
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AHMZ	16999
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJRS	17060
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJYA	17062
Monitor	Dell 17" Flat Panel	CN--02Y315-71618-49E-AJ0Q	17076
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AHE0	17098
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAGR	20114
Monitor	Dell 19" Flat Panel	CN-02Y315-71618-4B4-BG83	17064
Monitor	Dell 19" Flat Panel	CN-0T6116-71618-4B4-BFMM	17088
Monitor	Dell 19" Flat Panel	CN-0T6116-71618-4AT-AHDZ	17094
Monitor	Dell 19" Flat Panel	CN-0G438H-64180-88B-4QZL	17537
Monitor	Dell 19" Flat Panel Mod#1908FP	CN-0DY840-74261-7B6-3UNA	17253
Monitor	Dell 20" Wide Panel Mod#P2011H	CN-0HPHVX-74445-06E-244L	18634
Monitor	Dell 24" Wide Panel Mod#G2410	CN-0U334K-74445-95J-AR3U	17905
PDA	Tungsten Mod#E2	PN20MCL6R1CU	N/A
PDA	Tungsten Mod#E2	PN20MCM6R0V1	N/A
PDA	Tungsten Mod#E2	PN20MCM6R11G	N/A
PDA	Tungsten Mod#E2	PN20MCM6R11X	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2D3	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2M5	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2R7	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2RN	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2X0	N/A
PDA	Tungsten Mod#E2	PN20MCM6R3WN	N/A
PDA	Tungsten Mod#E2	PN20U1F6V4P3	N/A
PDA	Tungsten Mod#E2	PN20U1F6V50M	N/A
PDA	Tungsten Mod#E2	PN20U1F6V52C	N/A
PDA	Tungsten Mod#E2	PN20U1F6V57W	N/A
PDA	Tungsten Mod#E2	PN20U1F6V58E	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
PDA	Tungsten Mod#E2	PN20U1F6V5C7	N/A
PDA	Tungsten Mod#E2	PN20U1H6V01H	N/A
PDA	Tungsten Mod#E2	PN20U1H6V08J	N/A
PDA	Tungsten Mod#E2	PN20U1H6V0DN	N/A
PDA	Tungsten Mod#E2	PN20U886P2PE	N/A
PDA	Tungsten Mod#E2	PN20U886P3UP	N/A
PDA	Tungsten Mod#E2	PN20U896P3JU	N/A
PDA	Tungsten Mod#E2	PN20U896P3N5	N/A
PDA	Tungsten Mod#E2	PN20U896P4B7	N/A
PDA	Tungsten Mod#E2	PN20U896P4BN	N/A
PDA	Tungsten Mod#E2	PN20U896P4CW	N/A
PDA	Tungsten Mod#E2	PN20U896P4D3	N/A
PDA	Tungsten Mod#E2	PN20U896P4DU	N/A
PDA	Tungsten Mod#E2	PN20U8L6P384	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3UD	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3UE	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3W5	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3XA	N/A
PDA	Tungsten Mod#E2	PN20U8M6P027	N/A
PDA	Tungsten Mod#E2	PN20U8M6P028	N/A
PDA	Tungsten Mod#E2	PN20U8M6P037	N/A
PDA	Tungsten Mod#E2	PN20U8M6P06D	N/A
PDA	Tungsten Mod#E2	PN20U8M6P06P	N/A
PDA	Tungsten Mod#E2	PN20U9V5V4V2	N/A
PDA	Tungsten Mod#E2	PN20UAE7R06J	N/A
PDA	Tungsten Mod#E2	PN20UAE7R086	N/A
PDA	Tungsten Mod#E2	PN20UAE7R087	N/A
PDA	Tungsten Mod#E2	PN20UAF7R05X	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0JD	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0JU	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0JV	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0RF	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0VM	N/A
PDA	Tungsten Mod#E2	PN20UAF7R12G	N/A
PDA	Tungsten Mod#E2	PN20UAF7R13E	N/A
PDA	Tungsten Mod#E2	PN20UAF7R16D	N/A
PDA	Tungsten Mod#E2	PN20UAF7R1D8	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
PDA	Tungsten Mod#E2	PN20UAF7R1V9	N/A
PDA	Tungsten Mod#E2	PN20UAF7R1VD	N/A
PDA	Tungsten Mod#E2	PN20UAF7R2C9	N/A
PDA	Tungsten Mod#E2	PN20UAF7R2EC	N/A
PDA	Tungsten Mod#E2	PN20UAF7R2GD	N/A
PDA	Tungsten Mod#E2	PN20UAG7R057	N/A
PDA	Tungsten Mod#E2	PN20UAK7R027	N/A
PDA	Tungsten Mod#E2	PN20UAK7R02Y	N/A
PDA	Tungsten Mod#E2	PN20UAK7R049	N/A
PDA	Tungsten Mod#E2	PN20UAK7R04A	N/A
PDA	Tungsten Mod#E2	PN20UAK7R04K	N/A
PDA	Tungsten Mod#E2	PN20UAK7R04X	N/A
PDA	Tungsten Mod#E2	PN20UAK7R05T	N/A
PDA	Tungsten Mod#E2	PN20UAK7R06G	N/A
PDA	Tungsten Mod#E2	PN20UAK7R08H	N/A
PDA	Tungsten Mod#E2	PN20UAK7R09C	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0CD	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0CG	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0DH	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0F0	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0F1	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0FY	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0G7	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0HH	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0RG	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0RH	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0T5	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0T6	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0U0	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0U1	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0UN	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0X0	N/A
PDA	Tungsten Mod#E2	PN20UAK7R103	N/A
PDA	Tungsten Mod#E2	PN20UAK7R142	N/A
PDA	Tungsten Mod#E2	PN20UAK7R143	N/A
PDA	Tungsten Mod#E2	PN20UAK7R14C	N/A
PDA	Tungsten Mod#E2	PN20UAK7R15R	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
PDA	Tungsten Mod#E2	PN20UAK7R169	N/A
PDA	Tungsten Mod#E2	PN20UAK7R172	N/A
PDA	Tungsten Mod#E2	PN20UAK7R17W	N/A
PDA	Tungsten Mod#E2	PN20UAK7R180	N/A
PDA	Tungsten Mod#E2	PN20UAK7R183	N/A
PDA	Tungsten Mod#E2	PN20UAK7R184	N/A
PDA	Tungsten Mod#E2	PN20UAK7R18A	N/A
PDA	Tungsten Mod#E2	PN20UAK7R18U	N/A
PDA	Tungsten Mod#E2	PN20UAK7R18V	N/A
PDA	Tungsten Mod#E2	PN20UAK7R19M	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1A3	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1BC	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1BE	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1BX	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1D3	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1D4	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1D6	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1DD	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1VW	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1YX	N/A
PDA	Tungsten Mod#E2	PN20UAK7R27P	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2AG	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2C9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2D7	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2F4	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2F9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2FA	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2J9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2K7	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2KN	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2KR	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2MY	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2P9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2PA	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2PD	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2PM	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2R5	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
PDA	Tungsten Mod#E2	PN20UAK7R2RR	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2TK	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2TM	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2YN	N/A
PDA	Tungsten Mod#E2	PN20UAK7R30Y	N/A
PDA	Tungsten Mod#E2	PN20UAK7R33N	N/A
PDA	Tungsten Mod#E2	PN20UAK7R33P	N/A
PDA	Tungsten Mod#E2	PN20UAK7R353	N/A
PDA	Tungsten Mod#E2	PN20UAK7R35T	N/A
PDA	Tungsten Mod#E2	PN20UAK7R37P	N/A
PDA	Tungsten Mod#E2	PN20UAK7R39R	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3FF	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3HX	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3KF	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3KT	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3M1	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3M3	N/A
PDA	Tungsten Mod#E2	PN20UAK7R43E	N/A
PDA	Tungsten Mod#E2	PN20UAK7R48R	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4ER	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4FR	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4FT	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4PN	N/A
PDA	Tungsten Mod#E2	PN20UAL7R014	N/A
PDA	Tungsten Mod#E2	PN20UAN7R001	N/A
PDA	Tungsten Mod#E2	PN20UAN7R01C	N/A
PDA	Tungsten Mod#E2	PN20UAN7R01F	N/A
PDA	Tungsten Mod#E2	PN20UAN7R01J	N/A
PDA	Tungsten Mod#E2	PN20UAN7R021	N/A
PDA	Tungsten Mod#E2	PN20UAN7R035	N/A
PDA	Tungsten Mod#E2	PN20UAN7R036	N/A
PDA	Tungsten Mod#E2	PN20UAN7R03E	N/A
PDA	Tungsten Mod#E2	PN20UAN7R03H	N/A
PDA	Tungsten Mod#E2	PN20UAN7R051	N/A
PDA	Tungsten Mod#E2	PN20UAN7R054	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06B	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06C	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial Nº**	**Tag**
PDA	Tungsten Mod#E2	PN20UAN7R06E	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06H	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06U	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06V	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06W	N/A
PDA	Tungsten Mod#E2	PN20UAN7R070	N/A
PDA	Tungsten Mod#E2	PN20UAN7R071	N/A
PDA	Tungsten Mod#E2	PN20UAN7R072	N/A
PDA	Tungsten Mod#E2	PN20UAN7R07D	N/A
PDA	Tungsten Mod#E2	PN20UAN7R07W	N/A
PDA	Tungsten Mod#E2	PN20UAN7R07X	N/A
PDA	Tungsten Mod#E2	PN20UAN7R084	N/A
PDA	Tungsten Mod#E2	PN20UAN7R08N	N/A
PDA	Tungsten Mod#E2	PN20UAN7R095	N/A
PDA	Tungsten Mod#E2	PN20UAN7R097	N/A
PDA	Tungsten Mod#E2	PN20UAN7R09G	N/A
PDA	Tungsten Mod#E2	PN20UAN7R09X	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0A8	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0A9	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CA	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CE	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CF	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CN	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CU	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0D8	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0DF	N/A
PDA	Tungsten Mod#E2	PN20UAQ7R012	N/A
PDA	Tungsten Mod#E2	PN20UAQ7R017	N/A
Printer	HP Business Ink Jet Mod#1200N	TH49T119Z1	16243
Printer	HP Business Ink Jet Mod#1200N	TH4861105H	17390
Printer	HP Desk Jet Mod#5550	MY2BI1K20B	17073
Printer	HP Desk Jet Mod#5650	MY82D1R0NP	17470
Printer	HP Desk Jet Mod#6940dt	MY77HBS232	16911
Printer	HP Desk Jet Mod#695c	US6AG1V0DW	008899
Printer	HP Desk Jet Mod#840c	CN14C1P153	015027
Printer	HP Desk Jet Mod#840c	MX14H1Y0BF	015129
Printer	HP Desk Jet Mod#940c	MX2606F13W	015322

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Description	**Model Type**	**Serial №**	**Tag**
Printer	HP Desk Jet Mod#940c	MX25M1D04Z	015323
Printer	HP Desk Jet Mod#940c	MX25M1D051	015332
Printer	HP Desk Jet Mod#940c	MX2606F137	015343
Printer	HP Desk Jet Mod#940c	MX2606F132	015344
Printer	HP Desk Jet Mod#940c	MX2606F118	015349
Printer	HP Desk Jet Mod#940c	MX25M1D1F2	015351
Printer	HP Desk Jet Mod#940c	MX25M1D04K	015355
Printer	HP Desk Jet Mod#940c	MX2606F13V	015356
Printer	HP Desk Jet Mod#940c	MX2606F12W	015369
Printer	HP Desk Jet Mod#940c	MX25M1D1CZ	015371
Printer	HP Desk Jet Mod#940c	MX25L1D2J6	015373
Printer	HP Desk Jet Mod#940c	MX2671D1Y7	015381
Printer	HP Desk Jet Mod#940c	MX2606F1CC	015403
Printer	HP Desk Jet Mod#940c	MX25L1D2DQ	015405
Printer	HP Desk Jet Mod#940c	MX2606F12M	015408
Printer	HP Desk Jet Mod#940c	MX2606F13D	015414
Printer	HP Desk Jet Mod#940c	MX2606F13X	015416
Printer	HP Desk Jet Mod#940c	MX2606F12R	015417
Printer	HP Desk Jet Mod#940c	MX2606F13C	015419
Printer	HP Desk Jet Mod#940c	MX2606F14B	015425
Printer	HP Desk Jet Mod#940c	MX2606F13P	015434
Printer	HP Desk Jet Mod#940c	MX2606F148	015561
Printer	HP Desk Jet Mod#940c	MX2606F0ZY	015727
Printer	HP Desk Jet Mod#940c	MX2606F1F9	015777
Printer	HP Desk Jet Mod#940c	MX2671D01J	015832
Printer	HP Desk Jet Mod#940c	MX2606F147	16167
Printer	HP Desk Jet Mod#940c	MX2606F129	16361
Printer	HP Desk Jet Mod#940c	MX2606F12V	16503
Printer	HP Desk Jet Mod#940c	MX25M1D053	16519
Printer	HP Desk Jet Mod#940c	MX25M1D04S	16578
Printer	HP Desk Jet Mod#940c	MX2606F12T	17892
Printer	HP Desk Jet Mod#940c	MX2606F13G	17924
Printer	HP Desk Jet Mod#940c	MX25M1D0FM	19750
Printer	HP Desk Jet Mod#950c	MX0AC111X5	013012
Printer	HP Office Jet Pro Mod#8000	MY9BA240F5	17946
Printer	HP Office Jet Pro Mod#8000	CN1823Q2R2	19875
Printer	HP Office Jet Pro Mod#K5400dtn	MY74N4405C	17480

Inventory for 2014 Auction			
Description	**Model Type**	**Serial Nº**	**Tag**
Printer	HP Office Jet Pro Mod#K5400dtn	MY8406825P	17556
Printer	HP Office Jet Pro Mod#K5400dtn	MY89J681RV	17557
Printer	HP Office Jet Pro Mod#K5400dtn	MY8866804W	17558
Printer	HP Office Jet Pro Mod#K5400dtn	MY89J680RH	17559
Printer	HP Office Jet Pro Mod#K5400dtn	MY84068273	17560
Printer	HP Office Jet Pro Mod#K5400dtn	MY7CL680C0	17801
Printer	HP Office Jet Pro Mod#K5400dtn	MY86H68104	17802
Printer	HP Office Jet Pro Mod#K5400dtn	MY89H68253	17808
Printer	HP Office Jet Pro Mod#K5400dtn	MY875681P1	17809
Printer	HP Office Jet Pro Mod#K5400dtn	MY8AB680V5	17810
Printer	HP Office Jet Pro Mod#K5400dtn	MY8AA6819F	17812
Printer	Okidata Mod#420	AE94016971C0	17876
Printer	Xerox Mod#7700DX	LGM405613	16997
Router	Netopia Mod#3346N	25470304	17569
Router	Netopia Mod#3346N	18458776	17880
Router	Netopia Mod#3346N	18257348	17886
Router	Netopia Mod#3346N	22553288	17929
Router	Netopia Mod#3546N	25470760	17543
Router	Netopia Mod#3546N	17110716	17546
Router	Netopia Mod#3546N	17144556	17552
Router	Netopia Mod#3546N	18328724	17561
Router	Netopia Mod#3546N	25612868	17563
Router	Netopia Mod#3546N	24410036	17565
Router	Netopia Mod#3546N	25758444	17884
Router	Netopia w/Wireless Option Mod#3347	32125428	17542
Router	Netopia w/Wireless Option Mod#3347	155551516224	17881
Scanner	Xerox Mod#DucuMate 162	08396F0276	19616
Switch	Cisco 18-Port Mod#SG300-20	PSJ1438012Q	19005
Switch	Cisco 18-Port Mod#SG300-20	PSJ145104I9	19655
USB Antenna	LinkSys Wireless-N Mod#WUSB600N	JNW00J701897	N/A
USB Antenna	LinkSys Wireless-N Mod#WUSB600N	JNW10J512882	N/A

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Description	Model Type	Serial №	Tag #
Battery Backup	Mod#1400 Smart UPS, Comp APC	WS9940000609	N/A
Battery Backup	Mod#3000XL Smart UPS, Comp APC	SU3000RMXL3U	N/A
Camera-Surv	ADCBH2506TN	B08TCD0046	None
Camera-Surv	AT Mod#5D-21DN	1034996N	19044
Camera-Surv	AT Mod#5D-21DN	1164024N	19764
Camera-Surv	AT Mod#5D-21DN	1164070N	19765
Camera-Surv	AT Mod#5D-21DN	1035023N	None
Camera-Surv	AT Mod#5D-21DN	907TPB0157	None
Camera-Surv	AT Mod#5D-21DN	907TPB0604	None
Camera-Surv	AT Mod#5D-21DN	907TPB0732	None
Camera-Surv	AT Mod#5D-21DN	907TPB0745	None
Camera-Surv	AT Mod#5D-21IR-VP	1035252N	19049
Camera-Surv	AT Mod#5D-21IR-VP	1190523N	19767
Camera-Surv	AT Mod#ADCP2865CN	907TOB0688	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0225	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0595	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0749	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0886	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB0943	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1297	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1301	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1381	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1391	None
Camera-Surv	AT Mod#ADCP2865CN	907TPB1413	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0013	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0023	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0097	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0102	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0105	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0153	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0156	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0193	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0200	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0217	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0591	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0629	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0686	None

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0692	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0693	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0694	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0696	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0746	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0831	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0832	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0877	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0897	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB0940	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB1308	None
Camera-Surv	AT Mod#ADCPWH3895CN	907TPB1355	None
Camera-Surv	Black Small Round	2335A6C0063	None
Camera-Surv	DTC 400 Mod#041 ID	A6400254	17084
Camera-Surv	Mod#ADC733	16245800	None
Camera-Surv	Mod#ADC733	16245857	None
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11208266	None
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11406461	None
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11507720	None
Camera-Surv	Mod#DBM-24VFW	C25540423H31E10383	19784
Camera-Surv	Mod#Di721 Indoor Dome 700TVL	11611807	None
Camera-Surv	Mod#Do721 Indoor Dome 700TVL	12312884	None
Camera-Surv	Mod#Do721 Indoor Dome 700TVL	12312887	None
Camera-Surv	Mod#SSC-CD79 Sony	0100178	None
Camera-Surv	Vandal Proof Dome Mod#MVCHVFUR	0891993N	089199
Camera-Surv	Vandel Proof (2H49UF3)	2H49VF3590057	None
Computer	Dell Optiplex GX280	FFR9Y71	16468
Computer	Dell Optiplex GX280	5FR9Y71	16996
Computer	Dell Optiplex GX280	JMSC761	17006
Computer	Dell Optiplex GX280	HMSC761	17009
Computer	Dell Optiplex GX280	9MSC761	17013
Computer	Dell Optiplex GX280	8HSC761	17017
Computer	Dell Optiplex GX280	1LSC761	17023
Computer	Dell Optiplex GX280	1NSC761	17025
Computer	Dell Optiplex GX280	CKSC761	17028
Computer	Dell Optiplex GX280	BJSC761	17030
Computer	Dell Optiplex GX280	FMSC761	17037

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Description	Model Type	Serial №	N. Tag
Computer	Dell Optiplex GX280	GHSC761	17040
Computer	Dell Optiplex GX280	3NSC761	17059
Computer	Dell Optiplex GX280	4JSC761	17061
Computer	Dell Optiplex GX280	3G3F761	17063
Computer	Dell Optiplex GX280	CHSC761	17069
Computer	Dell Optiplex GX280	CMSC761	17072
Computer	Dell Optiplex GX280	DJSC761	17077
Computer	Dell Optiplex GX280	DMSC761	17078
Computer	Dell Optiplex GX280	6G3F761	17089
Computer	Dell Optiplex GX280	7JSC761	17095
Computer	Dell Optiplex GX280	6KSC761	17104
Computer	Dell Optiplex GX280	6DR9Y71	17129
Computer	Dell Optiplex GX280	SFR9Y71	17134
Computer	Dell Optiplex GX280	1KSC761	17138
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100029	17352
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100064	17355
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100155	17357
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100034	17363
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100132	17367
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100032	17369
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100020	17376
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100024	17378
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100058	17382
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100131	17389
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100056	17403
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100025	17408
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100128	17412
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100018X	17414
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100057	17419
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100063	17488
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100051	17568
DV-Monitor	19" CLR LCD VGA,DVI Mod#ADCMLCD19	J08100016	17894
DV-Monitor	19" Mod#MON-19LCD BL-CCTV	LML93BA10088	19618
DV-Monitor	19" Mod#MON-19LCDBL-CCTV	LML93BA10079	19611
DV-Monitor	19" Mod#MON-19LCDBL-CCTV	LML93BA10094	19613
DV-Monitor	19" Mod#MON-19LCDBL-CCTV	LML93BA10052	19614
DV-Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AA6C	16807

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Description	Model Type	Serial №	Tag
Monitor	CTX 19" Flat Panel Mod#S966A	7243300255	17008
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJ0Z	16326
Monitor	Dell 17" Flat Panel	CN--02Y315-71618-49E-AJY3	16374
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-A9801	16801
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-A999	16802
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAGB	16805
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AA3E	16809
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAFW	16813
Monitor	Dell 17" Flat Panel	CN-049833-71618-696-AC4F	16816
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AHMZ	16999
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJRS	17060
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJYA	17062
Monitor	Dell 17" Flat Panel	CN--02Y315-71618-49E-AJ0Q	17076
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AHE0	17098
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAGR	20114
Monitor	Dell 19" Flat Panel	CN-02Y315-71618-4B4-BG83	17064
Monitor	Dell 19" Flat Panel	CN-0T6116-71618-4B4-BFMM	17088
Monitor	Dell 19" Flat Panel	CN-0T6116-71618-4AT-AHDZ	17094
Monitor	Dell 19" Flat Panel	CN-0G438H-64180-88B-4QZL	17537
Monitor	Dell 19" Flat Panel Mod#1908FP	CN-0DY840-74261-7B6-3UNA	17253
Monitor	Dell 20" Wide Panel Mod#P2011H	CN-0HPHVX-74445-06E-244L	18634
Monitor	Dell 24" Wide Panel Mod#G2410	CN-0U334K-74445-95J-AR3U	17905
PDA	Tungsten Mod#E2	PN20MCL6R1CU	N/A
PDA	Tungsten Mod#E2	PN20MCM6R0V1	N/A
PDA	Tungsten Mod#E2	PN20MCM6R11G	N/A
PDA	Tungsten Mod#E2	PN20MCM6R11X	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2D3	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2M5	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2R7	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2RN	N/A
PDA	Tungsten Mod#E2	PN20MCM6R2X0	N/A
PDA	Tungsten Mod#E2	PN20MCM6R3WN	N/A
PDA	Tungsten Mod#E2	PN20U1F6V4P3	N/A
PDA	Tungsten Mod#E2	PN20U1F6V50M	N/A
PDA	Tungsten Mod#E2	PN20U1F6V52C	N/A
PDA	Tungsten Mod#E2	PN20U1F6V57W	N/A
PDA	Tungsten Mod#E2	PN20U1F6V58E	N/A

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Description	Model Type	Serial Nº	Tag Type
PDA	Tungsten Mod#E2	PN20U1F6V5C7	N/A
PDA	Tungsten Mod#E2	PN20U1H6V01H	N/A
PDA	Tungsten Mod#E2	PN20U1H6V08J	N/A
PDA	Tungsten Mod#E2	PN20U1H6V0DN	N/A
PDA	Tungsten Mod#E2	PN20U886P2PE	N/A
PDA	Tungsten Mod#E2	PN20U886P3UP	N/A
PDA	Tungsten Mod#E2	PN20U896P3JU	N/A
PDA	Tungsten Mod#E2	PN20U896P3N5	N/A
PDA	Tungsten Mod#E2	PN20U896P4B7	N/A
PDA	Tungsten Mod#E2	PN20U896P4BN	N/A
PDA	Tungsten Mod#E2	PN20U896P4CW	N/A
PDA	Tungsten Mod#E2	PN20U896P4D3	N/A
PDA	Tungsten Mod#E2	PN20U896P4DU	N/A
PDA	Tungsten Mod#E2	PN20U8L6P384	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3UD	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3UE	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3W5	N/A
PDA	Tungsten Mod#E2	PN20U8L6P3XA	N/A
PDA	Tungsten Mod#E2	PN20U8M6P027	N/A
PDA	Tungsten Mod#E2	PN20U8M6P028	N/A
PDA	Tungsten Mod#E2	PN20U8M6P037	N/A
PDA	Tungsten Mod#E2	PN20U8M6P06D	N/A
PDA	Tungsten Mod#E2	PN20U8M6P06P	N/A
PDA	Tungsten Mod#E2	PN20U9V5V4V2	N/A
PDA	Tungsten Mod#E2	PN20UAE7R06J	N/A
PDA	Tungsten Mod#E2	PN20UAE7R086	N/A
PDA	Tungsten Mod#E2	PN20UAE7R087	N/A
PDA	Tungsten Mod#E2	PN20UAF7R05X	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0JD	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0JU	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0JV	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0RF	N/A
PDA	Tungsten Mod#E2	PN20UAF7R0VM	N/A
PDA	Tungsten Mod#E2	PN20UAF7R12G	N/A
PDA	Tungsten Mod#E2	PN20UAF7R13E	N/A
PDA	Tungsten Mod#E2	PN20UAF7R16D	N/A
PDA	Tungsten Mod#E2	PN20UAF7R1D8	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
PDA	Tungsten Mod#E2	PN20UAF7R1V9	N/A
PDA	Tungsten Mod#E2	PN20UAF7R1VD	N/A
PDA	Tungsten Mod#E2	PN20UAF7R2C9	N/A
PDA	Tungsten Mod#E2	PN20UAF7R2EC	N/A
PDA	Tungsten Mod#E2	PN20UAF7R2GD	N/A
PDA	Tungsten Mod#E2	PN20UAG7R057	N/A
PDA	Tungsten Mod#E2	PN20UAK7R027	N/A
PDA	Tungsten Mod#E2	PN20UAK7R02Y	N/A
PDA	Tungsten Mod#E2	PN20UAK7R049	N/A
PDA	Tungsten Mod#E2	PN20UAK7R04A	N/A
PDA	Tungsten Mod#E2	PN20UAK7R04K	N/A
PDA	Tungsten Mod#E2	PN20UAK7R04X	N/A
PDA	Tungsten Mod#E2	PN20UAK7R05T	N/A
PDA	Tungsten Mod#E2	PN20UAK7R06G	N/A
PDA	Tungsten Mod#E2	PN20UAK7R08H	N/A
PDA	Tungsten Mod#E2	PN20UAK7R09C	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0CD	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0CG	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0DH	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0F0	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0F1	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0FY	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0G7	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0HH	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0RG	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0RH	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0T5	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0T6	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0U0	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0U1	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0UN	N/A
PDA	Tungsten Mod#E2	PN20UAK7R0X0	N/A
PDA	Tungsten Mod#E2	PN20UAK7R103	N/A
PDA	Tungsten Mod#E2	PN20UAK7R142	N/A
PDA	Tungsten Mod#E2	PN20UAK7R143	N/A
PDA	Tungsten Mod#E2	PN20UAK7R14C	N/A
PDA	Tungsten Mod#E2	PN20UAK7R15R	N/A

Inventory for 2014 Auction			
Description	Model Type	Serial Nº	Tag
PDA	Tungsten Mod#E2	PN20UAK7R169	N/A
PDA	Tungsten Mod#E2	PN20UAK7R172	N/A
PDA	Tungsten Mod#E2	PN20UAK7R17W	N/A
PDA	Tungsten Mod#E2	PN20UAK7R180	N/A
PDA	Tungsten Mod#E2	PN20UAK7R183	N/A
PDA	Tungsten Mod#E2	PN20UAK7R184	N/A
PDA	Tungsten Mod#E2	PN20UAK7R18A	N/A
PDA	Tungsten Mod#E2	PN20UAK7R18U	N/A
PDA	Tungsten Mod#E2	PN20UAK7R18V	N/A
PDA	Tungsten Mod#E2	PN20UAK7R19M	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1A3	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1BC	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1BE	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1BX	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1D3	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1D4	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1D6	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1DD	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1VW	N/A
PDA	Tungsten Mod#E2	PN20UAK7R1YX	N/A
PDA	Tungsten Mod#E2	PN20UAK7R27P	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2AG	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2C9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2D7	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2F4	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2F9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2FA	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2J9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2K7	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2KN	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2KR	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2MY	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2P9	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2PA	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2PD	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2PM	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2R5	N/A

Inventory for 2014 Auction			
Description	**Model Type**	**Serial №**	**Tag**
PDA	Tungsten Mod#E2	PN20UAK7R2RR	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2TK	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2TM	N/A
PDA	Tungsten Mod#E2	PN20UAK7R2YN	N/A
PDA	Tungsten Mod#E2	PN20UAK7R30Y	N/A
PDA	Tungsten Mod#E2	PN20UAK7R33N	N/A
PDA	Tungsten Mod#E2	PN20UAK7R33P	N/A
PDA	Tungsten Mod#E2	PN20UAK7R353	N/A
PDA	Tungsten Mod#E2	PN20UAK7R35T	N/A
PDA	Tungsten Mod#E2	PN20UAK7R37P	N/A
PDA	Tungsten Mod#E2	PN20UAK7R39R	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3FF	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3HX	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3KF	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3KT	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3M1	N/A
PDA	Tungsten Mod#E2	PN20UAK7R3M3	N/A
PDA	Tungsten Mod#E2	PN20UAK7R43E	N/A
PDA	Tungsten Mod#E2	PN20UAK7R48R	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4ER	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4FR	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4FT	N/A
PDA	Tungsten Mod#E2	PN20UAK7R4PN	N/A
PDA	Tungsten Mod#E2	PN20UAL7R014	N/A
PDA	Tungsten Mod#E2	PN20UAN7R001	N/A
PDA	Tungsten Mod#E2	PN20UAN7R01C	N/A
PDA	Tungsten Mod#E2	PN20UAN7R01F	N/A
PDA	Tungsten Mod#E2	PN20UAN7R01J	N/A
PDA	Tungsten Mod#E2	PN20UAN7R021	N/A
PDA	Tungsten Mod#E2	PN20UAN7R035	N/A
PDA	Tungsten Mod#E2	PN20UAN7R036	N/A
PDA	Tungsten Mod#E2	PN20UAN7R03E	N/A
PDA	Tungsten Mod#E2	PN20UAN7R03H	N/A
PDA	Tungsten Mod#E2	PN20UAN7R051	N/A
PDA	Tungsten Mod#E2	PN20UAN7R054	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06B	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06C	N/A

Inventory for 2014 Auction

Description	Model Type	Serial №	Tag
PDA	Tungsten Mod#E2	PN20UAN7R06E	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06H	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06U	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06V	N/A
PDA	Tungsten Mod#E2	PN20UAN7R06W	N/A
PDA	Tungsten Mod#E2	PN20UAN7R070	N/A
PDA	Tungsten Mod#E2	PN20UAN7R071	N/A
PDA	Tungsten Mod#E2	PN20UAN7R072	N/A
PDA	Tungsten Mod#E2	PN20UAN7R07D	N/A
PDA	Tungsten Mod#E2	PN20UAN7R07W	N/A
PDA	Tungsten Mod#E2	PN20UAN7R07X	N/A
PDA	Tungsten Mod#E2	PN20UAN7R084	N/A
PDA	Tungsten Mod#E2	PN20UAN7R08N	N/A
PDA	Tungsten Mod#E2	PN20UAN7R095	N/A
PDA	Tungsten Mod#E2	PN20UAN7R097	N/A
PDA	Tungsten Mod#E2	PN20UAN7R09G	N/A
PDA	Tungsten Mod#E2	PN20UAN7R09X	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0A8	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0A9	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CA	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CE	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CF	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CN	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0CU	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0D8	N/A
PDA	Tungsten Mod#E2	PN20UAN7R0DF	N/A
PDA	Tungsten Mod#E2	PN20UAQ7R012	N/A
PDA	Tungsten Mod#E2	PN20UAQ7R017	N/A
Printer	HP Business Ink Jet Mod#1200N	TH49T119Z1	16243
Printer	HP Business Ink Jet Mod#1200N	TH4861105H	17390
Printer	HP Desk Jet Mod#5550	MY2BI1K20B	17073
Printer	HP Desk Jet Mod#5650	MY82D1R0NP	17470
Printer	HP Desk Jet Mod#6940dt	MY77HBS232	16911
Printer	HP Desk Jet Mod#695c	US6AG1V0DW	008899
Printer	HP Desk Jet Mod#840c	CN14C1P153	015027
Printer	HP Desk Jet Mod#840c	MX14H1Y0BF	015129
Printer	HP Desk Jet Mod#940c	MX2606F13W	015322

Inventory for 2014 Auction			
Description	**Model Type**	**Serial Nº**	**Tag**
Printer	HP Desk Jet Mod#940c	MX25M1D04Z	015323
Printer	HP Desk Jet Mod#940c	MX25M1D051	015332
Printer	HP Desk Jet Mod#940c	MX2606F137	015343
Printer	HP Desk Jet Mod#940c	MX2606F132	015344
Printer	HP Desk Jet Mod#940c	MX2606F118	015349
Printer	HP Desk Jet Mod#940c	MX25M1D1F2	015351
Printer	HP Desk Jet Mod#940c	MX25M1D04K	015355
Printer	HP Desk Jet Mod#940c	MX2606F13V	015356
Printer	HP Desk Jet Mod#940c	MX2606F12W	015369
Printer	HP Desk Jet Mod#940c	MX25M1D1CZ	015371
Printer	HP Desk Jet Mod#940c	MX25L1D2J6	015373
Printer	HP Desk Jet Mod#940c	MX2671D1Y7	015381
Printer	HP Desk Jet Mod#940c	MX2606F1CC	015403
Printer	HP Desk Jet Mod#940c	MX25L1D2DQ	015405
Printer	HP Desk Jet Mod#940c	MX2606F12M	015408
Printer	HP Desk Jet Mod#940c	MX2606F13D	015414
Printer	HP Desk Jet Mod#940c	MX2606F13X	015416
Printer	HP Desk Jet Mod#940c	MX2606F12R	015417
Printer	HP Desk Jet Mod#940c	MX2606F13C	015419
Printer	HP Desk Jet Mod#940c	MX2606F14B	015425
Printer	HP Desk Jet Mod#940c	MX2606F13P	015434
Printer	HP Desk Jet Mod#940c	MX2606F148	015561
Printer	HP Desk Jet Mod#940c	MX2606F0ZY	015727
Printer	HP Desk Jet Mod#940c	MX2606F1F9	015777
Printer	HP Desk Jet Mod#940c	MX2671D01J	015832
Printer	HP Desk Jet Mod#940c	MX2606F147	16167
Printer	HP Desk Jet Mod#940c	MX2606F129	16361
Printer	HP Desk Jet Mod#940c	MX2606F12V	16503
Printer	HP Desk Jet Mod#940c	MX25M1D053	16519
Printer	HP Desk Jet Mod#940c	MX25M1D04S	16578
Printer	HP Desk Jet Mod#940c	MX2606F12T	17892
Printer	HP Desk Jet Mod#940c	MX2606F13G	17924
Printer	HP Desk Jet Mod#940c	MX25M1D0FM	19750
Printer	HP Desk Jet Mod#950c	MX0AC111X5	013012
Printer	HP Office Jet Pro Mod#8000	MY9BA240F5	17946
Printer	HP Office Jet Pro Mod#8000	CN1823Q2R2	19875
Printer	HP Office Jet Pro Mod#K5400dtn	MY74N4405C	17480

Inventory for 2014 Auction

Description	Model Type	Serial №	Tag
Printer	HP Office Jet Pro Mod#K5400dtn	MY8406825P	17556
Printer	HP Office Jet Pro Mod#K5400dtn	MY89J681RV	17557
Printer	HP Office Jet Pro Mod#K5400dtn	MY8866804W	17558
Printer	HP Office Jet Pro Mod#K5400dtn	MY89J680RH	17559
Printer	HP Office Jet Pro Mod#K5400dtn	MY84068273	17560
Printer	HP Office Jet Pro Mod#K5400dtn	MY7CL680C0	17801
Printer	HP Office Jet Pro Mod#K5400dtn	MY86H68104	17802
Printer	HP Office Jet Pro Mod#K5400dtn	MY89H68253	17808
Printer	HP Office Jet Pro Mod#K5400dtn	MY875681P1	17809
Printer	HP Office Jet Pro Mod#K5400dtn	MY8AB680V5	17810
Printer	HP Office Jet Pro Mod#K5400dtn	MY8AA6819F	17812
Printer	Okidata Mod#420	AE94016971C0	17876
Printer	Xerox Mod#7700DX	LGM405613	16997
Router	Netopia Mod#3346N	25470304	17569
Router	Netopia Mod#3346N	18458776	17880
Router	Netopia Mod#3346N	18257348	17886
Router	Netopia Mod#3346N	22553288	17929
Router	Netopia Mod#3546N	25470760	17543
Router	Netopia Mod#3546N	17110716	17546
Router	Netopia Mod#3546N	17144556	17552
Router	Netopia Mod#3546N	18328724	17561
Router	Netopia Mod#3546N	25612868	17563
Router	Netopia Mod#3546N	24410036	17565
Router	Netopia Mod#3546N	25758444	17884
Router	Netopia w/Wireless Option Mod#3347	32125428	17542
Router	Netopia w/Wireless Option Mod#3347	155551516224	17881
Scanner	Xerox Mod#DucuMate 162	08396F0276	19616
Switch	Cisco 18-Port Mod#SG300-20	PSJ1438012Q	19005
Switch	Cisco 18-Port Mod#SG300-20	PSJ145104I9	19655
USB Antenna	LinkSys Wireless-N Mod#WUSB600N	JNW00J701897	N/A
USB Antenna	LinkSys Wireless-N Mod#WUSB600N	JNW10J512882	N/A

AI-43100 **Head Start 14. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following: a. Medical/Dental Providers b. Mental Health Providers c. Sign Language Interpreting Providers

BACKGROUND

Policy Council Approval: 02.19.14

Attachments

RFQs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 09:53 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Linda Galaviz Started On: 02/07/2014 03:09 PM

Final Approval Date: 02/21/2014

Providers for Services:
Medical/Dental
Mental Health
Sign Language

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 19, 2014

SUBJECT: Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1) Medical & Dental Providers
2) Mental Health Providers
3) Sign Language Interpreting Providers

RATIONALE/NEED: Administration needs to obtain medical/dental, mental health, and sign language services for the Head Start children and families for the next school year.

RECOMMENDATION: Administration recommends approval

COST: As specified on services required

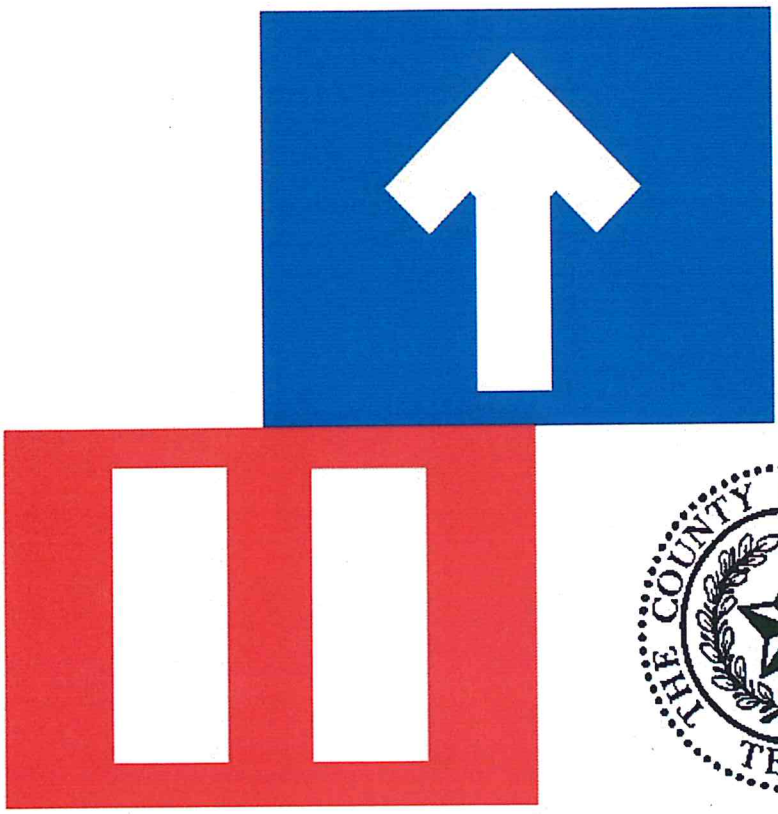
RELATED INFORMATION INCLUDED: Qualifications, Requirements and Scope of Services

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____.



HIDALGO COUNTY HEAD START PROGRAM

MEDICAL/DENTAL

BID NO:2014-001-04-11	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 25, 2014

DRAFT

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2014-001-04-11

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 6 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application and Historically Underutilized Business (HUB) Declaration 2 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), 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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

February 25, 2014

DRAFT

Hidalgo County Head Start Program

February 25, 2014

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2014-001-04-11

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

DRAFT

LEGAL NOTICE **BID NO: 2014-001-04-11**

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 11, 2014. 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. Hidalgo County Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, April 4, 2014 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 7, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program 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 Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid. **Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.**

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 11, 2014
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **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 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

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, Hidalgo County Head Start Program 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.

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18. 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFQ;
- 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of

an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

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Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2014-001-04-11

February 25, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

Requirements/
Scope of Services

RFQ 2014-001-04-11

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ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2014-001-04-11

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday, April 11, 2014. Any RFQ received after that time will not be opened and will be returned.**

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Deliver Submittal to:

RFQ Number: 2014-001-04-11

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 4, 2014 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 North Closner, Edinburg, TX 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 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-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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed in order to be considered. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, update copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility.
    3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."

5. Include copy of Texas Driver's License photo I.D. and proof of criminal background.

D. Furnish the following:
   1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

   A. Family profile and health
   B. Nutrition
   C. Development according to age and child's health
   D. Allergies
   E. Mental Health
   F. Health Education
   G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

      1. Height-Weight
      2. Blood Pressure
      3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
      4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
      5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
      6. Lead screening – A procedure to determine lead levels in the blood.

7. Immunizations – All or any immunizations required to update the child's health record.
8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines)
include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist

(if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
The firms 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, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced therapist staff to completely and efficiently perform the work. 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. **METHODOLOGY:**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
The proposal shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 11, 2014**. All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

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NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2014-001-04-11

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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. **STAFFING OF PROJECT TEAM (20)**
   The firms 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 or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. 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. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2014-001-04-11

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale for Points: _____		
_____		
_____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
_____		
_____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		
_____		
_____		

Provider: _____

Evaluator(s): _____ Date: _____

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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. Are registered at http://www.sam.gov for verification of debarment and/or suspension;

c. 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;

d. 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

e. 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:_____

Email: _____

Telephone Number:_____

Date:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

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EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ 2014-001-04-11

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EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

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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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

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EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

CONFLICT OF INTEREST

RFQ 2014-001-04-11

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EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT

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EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.	
2 ☐ Check this box if you are filling 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.)	

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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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

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EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2014-001-04-11

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EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

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 any 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 _____, 2014

Notary Public _____

My Commission expires: _____, 2014

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HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: **Telephone Name: ( )**

dba Name:

Legal Name:

Mailing Address: **Fax Name: ( )**

Physical Address:

City, State, Zip: **Tax I.D. №**

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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

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 №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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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? ☐ State General Services 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 Contractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____

Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

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CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-14-001-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2014** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as condition if program elects by providing written notice to Provider. This Agreement terminates on the **31st** day of **July, 2015** unless extended or earlier termination as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

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WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

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3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

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If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's

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fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or

alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for one year from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A ninety (90) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and

duly executed by the parties hereto.

H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

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IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

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Exhibit A

Description of Services – Medical Service

The provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

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Exhibit A

Description of Services – Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    a. A visual examination
    b. X-Rays
    c. Prophylaxis (cleaning)
    d. Nutritional Counseling
    e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDIATONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"HEAD START: Dental Health Form"** with child's name and address.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2014 between _____ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health

care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set

forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the

term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and

comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: Certified Interpreter
Department and Division: _____
Address: _____

_____
_____

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Print Name

By: _____
Teresa Flores, Executive Director

_____
Signature

_____
Title Name

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)

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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:

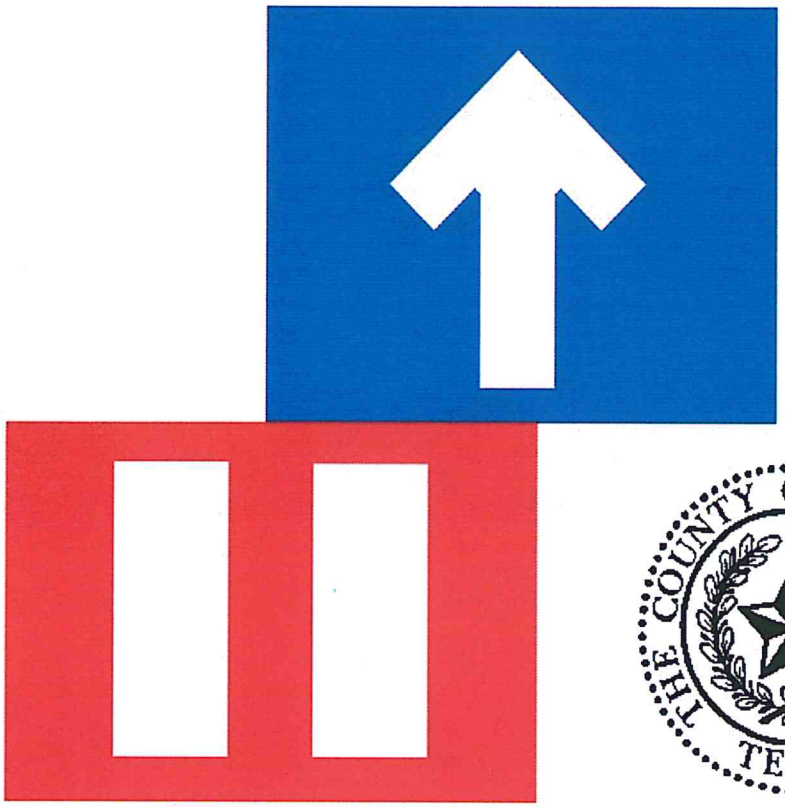
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your 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.



HIDALGO COUNTY HEAD START PROGRAM

MENTAL HEALTH

BID NO:2014-002-04-11	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 25, 2014

DRAFT

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2014-002-04-11

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 6 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility, consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application and Historically Underutilized Business (HUB) Declaration 2 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), 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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Hidalgo County Head Start Program

February 25, 2014

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2014-002-04-11

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

DRAFT

LEGAL NOTICE **BID NO: 2014-002-04-11**

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 11, 2014. 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. Hidalgo County Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 4, 2014 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 7, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program 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 Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid. **Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.**

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 11, 2014
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification;**

.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 45 CFR76.

17. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

    County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

DRAFT

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2014-002-04-11

February 25, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

REQUIREMENTS
Scope of Services

RFQ 2014-002-04-11

DRAFT

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2014-002-04-11

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 11, 2014. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2014-002-04-11

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 4, 2014 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 North Closner, Edinburg, TX 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 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-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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed in order to be considered. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations; provide a list of office sites/locations throughout Hidalgo County.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Driver's License photo I.D. and proof of criminal background.

D. Furnish the following:
    1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Mental Health Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services as mandated by state Medicaid and federal guidelines would include, but may not be limited to the following:

- A. Classroom observation. (Between hours of 9:00 a.m. and 12:30 p.m.)
- B. Individual child observation.
- C. Psychological Assessment, Screening and Evaluations.
- D. Parenting Skills Training.
- E. Staff Mental Health Training.
- F. Psychological Services.
- G. Child, Family and Staff Consultation/Counseling/Play Therapy.
- H. Medication Management (Follow-Up).
- I. Behavior Modification Plans.
- J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
- K. Home Visits (As Deemed Necessary).
- L. Prescribed Medication (As Deemed Necessary).
- M. Referral if an area of concern is observed and the provider is unable to provide service (i.e. therapy sessions, observation, etc.) a referral should be made at once. Parent should be notified immediately.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
   The firms 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, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. 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. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:

Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 11, 2014.** All costs and expenses associated with the preparation and submission of rfq's, bids, proposals and/or quotes shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2014-002-04-11

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. **STAFFING OF PROJECT TEAM (20)**
   The firms 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 or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. 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. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2014-002-04-11

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
_____		
_____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
_____		
_____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		
_____		
_____		

Provider: _____

Evaluator(s): _____ Date: _____

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. Are registered at http://www.sam.gov for verification of debarment and/or suspension;

c. 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;

d. 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

e. 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:_____

Email: _____

Telephone Number:_____

Date:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

DRAFT

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ 2014-002-04-11

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

CONFLICT OF INTEREST

RFQ 2014-002-04-11

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2014-002-04-11

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

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 any 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 _____, 2014.

Notary Public _____

My Commission expires: _____, 2014

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: **Telephone Name: ( )**

dba Name:

Legal Name:

Mailing Address: **Fax Name: ( )**

Physical Address:

City, State, Zip: **Tax I.D. №**

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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

CONTRACT FOR SERVICES
MENTAL HEALTH
C-14-002-XX-XX

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2014** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as condition if Program elects by providing written notice to Provider. This Agreement terminates on the **31st** day of **July, 2015** unless extended or earlier termination as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of

Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a

monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the

outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and

defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for one year from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A ninety (90) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and

duly executed by the parties hereto.

H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) **Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.**
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff r parental concern.**
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 2014 and shall complete services no later than July 2014. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each part5y shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:

   (a) Classroom Observation and recommendation

   (b) Developmental evaluation

   (c) Individual / family counseling (per hour)

   (d) Workshop / In-Service / Training

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2014 between _____ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health

care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set

forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the

term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and

comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: Certified Interpreter
Department and Division: _____
Address: _____

_____
_____

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Print Name

_____
Signature

_____
Title Name

By: _____
Teresa Flores, Executive Director

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)

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) ▶

☐ 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.

HIDALGO COUNTY HEAD START PROGRAM

SIGN LANGUAGE

BID NO:2014-003-04-11	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SIGN LANGUAGE INTERPRETING PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 25, 2014

DRAFT

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SIGN LANGUAGE INTERPRETING PROVIDERS"
BID NO: 2014-003-04-11

1) Request For Qualifications Letter, 1 page.

2) Request for Qualifications, Legal Notice, 6 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, 2 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

February 25, 2014

DRAFT

Hidalgo County Head Start Program

February 25, 2014

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SIGN LANGUAGE INTERPRETING PROVIDERS"
BID NO: 2014-003-04-11

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Please make sure to follow all instructions as some have change from last RFQ.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

DRAFT

LEGAL NOTICE **BID NO: 2014-003-04-11**

1. Sealed Statements of Qualifications will be received for "SIGN LANGUAGE INTERPRETING PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Sign Language Interpreting Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Friday April 11, 2014**. 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. Hidalgo County Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 4, 2014 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 7, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program 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 Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid. **Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.**

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Sign Language Interpreting Providers** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 11, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

16. **Debarment Certification**;

. **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 45 CFR76.**

17. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

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. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. 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 Head Start Program ("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 Head Start Program 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 Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information **WILL** result in rejection of the RFQ as non-conforming.

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Request For Qualification

"SIGN LANGUEGE INTERPRETING PROVIDERS"
RFQ No: 2014-003-04-11

February 25, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2014-003-04-11

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ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SIGN LANGUAGE INTERPRETING PROVIDERS"
RFQ NO. 2014-003-04-11

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 11, 2014. Any RFQ received after that time will not be opened and will be returned.**

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Deliver Submittal to:

RFQ Number: 2014-003-04-11

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 4, 2014 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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.

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Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT.
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-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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

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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 Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Sign Language Interpreting Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Sign Language Interpreting Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct interpretation services scheduled with the Hidalgo County Head Start Program. Their current Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses and certifications by the appropriate authority in their respective field. Additional information required:
    1. List Number of available professional staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses and certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for interpretation services.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County to include the registration certificate from the designated State Board.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Criminal background check will be required.

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6. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
7. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.
8. Attach proof of Certification for different levels of interpreting services.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Services

A. Must be willing to travel within the County.
B. Interpret at Monthly Parent Committee Meetings.
C. Interpret as needed for children's applications.
D. Interpret for Parent / Teacher home visits and Parent Conferences.
E. Interpret for ARD / IEP Meetings.
F. Interpret at scheduled staffings and as needed for other functions.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a client is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the client. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
The firms 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, school districts, or other clients as stated in the

Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced staff to completely and efficiently perform the work. 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. **METHODOLOGY:**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
The proposal shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committee will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 11, 2014.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

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EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

RFQ # 2014-003-04-11

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Exhibit B
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. **STAFFING OF PROJECT TEAM (20)**
   The firms 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 or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. 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. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

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Hidalgo County Head Start Program
SIGN LANGUAGE INTERPRETING SERVICES
RFQ № 2014-003-04-11

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Provider: _____

Evaluator(s): _____ Date: _____

DRAFT

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. Are registered at http://www.sam.gov for verification of debarment and/or suspension;

c. 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;

d. 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

e. 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:_____

Email: _____

Telephone Number:_____

Date:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

RFQ 2014-003-04-11

DRAFT

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then 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

DRAFT

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

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EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2014-003-04-11

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EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

DRAFT

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

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EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ # 2014-003-04-11

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EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SIGN LANGUAGE INTERPRETING PROVIDERS"

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 any 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 _____, 2014.

Notary Public _____

My Commission expires: _____, 2014

DRAFT

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: **Telephone Name: ( )**

dba Name:

Legal Name:

Mailing Address: **Fax Name: ( )**

Physical Address:

City, State, Zip: **Tax I.D. №**

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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

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 №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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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?: ☐ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"PARENT CONSENT FOR TRANSPORTATION"

RFQ # 2014-003-04-11

DRAFT

CONTRACT FOR SERVICES
SIGN LANGUAGE INTERPRETING SERVICES
C-14-003-XX-XX

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st day of August, 2014** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as condition if Program elects by providing written notice to Provider. This Agreement terminates on the **31st day of July 2015** unless extended or earlier termination as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A.

1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

   Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

   Hidalgo County Head Start Program
   P.O. Box 0117
   Edinburg, Texas, 78540

   Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program.

DRAFT

The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider

shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for one (1) year from the date of termination of the Contract period at the same rate and terms as provided in this Agreement. A ninety (90) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

DRAFT

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

DRAFT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2014 between _____ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health

care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set

forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the

term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and

comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: Certified Interpreter
Department and Division: _____
Address: _____

_____
_____

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Print Name

_____
Signature

_____
Title Name

By: _____
Teresa Flores, Executive Director

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)

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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.

AI-43104 **Head Start 14. C.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Poverty Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2014-2015

BACKGROUND

Policy Council Approval: 02.19.14

Attachments

Income Guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 09:53 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Linda Galaviz Started On: 02/07/2014 03:57 PM

Final Approval Date: 02/21/2014

Family Income Guidelines for PY14-15

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: February 19, 2014

SUBJECT: Discussion/Approval of Poverty Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2014-2015

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated annually and must be incorporated into our selection process. Ref. CFR-45, 1305.6(a).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Income Guidelines and Priority Guidelines for Program Year 2014-2015

****

INITIATED BY: Irma Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Poverty Income Guidelines for Eligibility For Head Start Programs PY: 2014 – 2015

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$11,670	$15,171
2	$15,730	$20,449
3	$19,790	$25,727
4	$23,850	$31,005
5	$27,910	$36,283
6	$31,970	$41,561
7	$36,030	$46,839
8	$40,090	$52,117
Add $4,060 for each additional family member		

100% Poverty Income Guideline Source: http://aspe.hhs.gov/poverty/14poverty.cfm. ***January 22, 2014.***
130% Poverty Income Guideline Source: Ref: P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2014 – 2015

The Hidalgo County Head Start Program does NOT deny anyone the right to apply regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2014** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref:** http://aspe.hhs.gov/poverty/14poverty.cfm. ***01/22/2014.*** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children who meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:45 AM till 5:15 PM; **Ref: 1306.3 (e).**
Selection:	A systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2013 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Rankings for Enrollment

Priority Ranking	Selection Criteria
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines or the 100% thru 130% of the poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF or SSI** benefits. ***Must be income eligible within the 100% poverty guidelines***. **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose parent(s) are active in the "Uniformed Services" of the United States. Uniformed services are Army, Navy, Air Force, Marines, or Coast Guard. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: Sec. 645(a)(3) of the Head Start Act ; 37 USC 101; 37 USC 310; 37 USC 403; 10 USC 2871-2872 and 2882**
6	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines***.
7	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines***.
9	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines***.
11	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
12	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.*** *(Note: No children who fall within this ranking will be enrolled until all other rankings are exhausted).*

Grantee Board Approval: Pending
Policy Council Approval: Pending

AI-43177 **Public Defender's Office 15. A.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: PUBLIC DEFENDERS

Information

CAPTION

Requesting permission to submit Letter of Intent to Submit Applications (ISA) for the 2015 Discretionary Grant under the Texas Indigent Defense Grant program for the creation of the Hidalgo County Public Defender - Capital Murder Section."

BACKGROUND

Tier One Submission process.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Tier One due date March 14, 2014
Tier Two due date May 9, 2014

A Resolution will be attached to the agenda at a later date, once a notice/approval to proceed from grantor is received.

This grant will require a cash match:
Yr 1 - 20%
Yr 2 - 40%
Yr 3 - 60%
Yr 4 - 80%

Attachments

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 03:51 PM
Manuel Chapa	Manuel Chapa	02/21/2014 10:26 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Patti Loya Started On: 02/13/2014 11:22 AM

Final Approval Date: 02/21/2014

TEXAS INDIGENT DEFENSE COMMISSION

FY15 Competitive Discretionary Grant Program

Requests for Applications (RFA)

January 14, 2014

Competitive Grant Fund Categories

New Single-Year Discretionary Grants—Fiscal Year 2015

Minimum: $5,000 per application.

Single-Year Discretionary Grants provide funding for software and process developments to improve indigent defense. The single-year discretionary grant pays up to 100% of an awarded activity on a reimbursement basis.

New Multi-Year Discretionary Grants—Fiscal Year 2015

Minimum: $50,000 per application.

Multi-Year Discretionary Grants provide funding for direct client service programs that represent indigent defendants. These grants require a cash match as described below. A county will be required under this grant to re-apply for continued funding each grant year. The multi-year discretionary grant fund will pay up to a rate of 80% of total project costs for the first year; 60% for the second year; 40% for the third year; and 20% for the fourth year. Awarded activities are funded yearly on a reimbursement basis.

New Menu Option Discretionary Grants—Fiscal Year 2015

Maximum: $50,000 per application.

These single year grants are for videoconference (VC) and indigent defense coordinator (IDC) programs that have been funded numerous times by the commission and have demonstrated success in improving indigent defense systems. The New Menu Option Discretionary Grant program will pay up to 50% of the total project costs, with a maximum award of $50,000 per county. Individual counties interested in implementing an IDC or a VC system should submit their requests through the Menu Option feature in the on-line system. Applications for ***regional*** *IDC or VC programs must be submitted using the conventional single-year discretionary grant application above. The number of Menu Option Applications may be limited based on availability of funds and number of applications submitted. Samples of the Menu Option grant applications are provided in Attachments D and E.*

Eligibility

- Only counties are eligible to apply for grant funds. Counties may apply jointly for funding but must designate one county as the grant recipient.
- The Countywide Indigent Defense Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Countywide Plan Submission Instructions.

Due Dates for Submission Process (Two Tier Process)

Tier One: Counties must complete Intent to Submit Applications **(ISA)** on-line by **5:00 PM on March 14, 2014.** The ISA is an abbreviated online submission described later in this document.
Tier Two: After a review by the grant administrator, a county may be invited to submit a full application. The final application **is due by 5:00 PM on May 9, 2014.** Late submissions will not be accepted.

Method of Application

On-line submission at http://tidc.tamu.edu

Period for Funding and Program Operation

Grants are awarded for one-year periods from October 1, 2014 to September 30, 2015. The Commission will consider funding multi-year projects on an annual basis.

Legislative Purpose

The Commission on Indigent Defense was established to: 1) provide technical support to assist counties in improving their indigent defense systems; 2) distribute funds in the form of grants to counties to provide indigent defense services in the county; 3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant; 4) develop policies and standards for providing legal representation and other defense services to indigent defendants at trial, on appeal, and in post-conviction proceedings; and 5) develop a plan that establishes statewide requirements for counties relating to reporting indigent defense information.

Applicable Authority and Rules

All Texas Indigent Defense Commission (Commission) grant programs are governed by one or more of the following statutes, rules, and standards. These documents are available at the Commission website: http://www.tidc.texas.gov.

- Texas Government Code Chapter 79 & Section 81.054
- Texas Administrative Code Title 1 Chapter 173 and Chapter 174
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts

Section I. Submission Information

Submission Requirements (Two Tier Process)

All counties that submit new grant applications must complete an online Intent to Submit Application (ISA). ISAs must be submitted on-line by **5:00 PM on March 14, 2014**. If invited to submit a full application, the County must complete the online application by **5:00 PM on May 9, 2014.** All court commitment documents, supporting documents, and resolution/internet submission form supporting the grant applications must be completed entirely and submitted together. **Incomplete submissions will not be considered. Late submissions will not be considered.** Additional requirements are below.

Tier One– Intent to Submit Application (ISA) Requirements

a. **Abbreviated Description of Program–** Counties will submit a short and succinct description of an **indigent defense** improvement the courts or county want to implement. This description will be written into the on-line system (http://tidc.tamu.edu/).

b. **Internet Submission Required–** All county judges, local administrative district judges, local administrative statutory county judges, and county fiscal officers have been assigned a unique user name and password for grant application, plan submissions, and expense report submissions in the Commission's Grant and Plan Management Website. Please contact the Commission Grants Administrator if other persons need access to the system or if the access information was misplaced.

c. **Court Commitment–** The ISA must contain a letter of support from at least one judge who will be affected by or participate in the proposed program. A judge hearing criminal or juvenile matters may complete the on-line ISA without a letter but the full application will need a court commitment document (Attachment B). Please scan and email these documents to the Grants

Administrator (bryan.wilson@txcourts.gov), or mail them to 209 West 14th Street, Suite 202, Austin, Texas 78701.

d. **Due Date for ISA**– All **ISAs and supporting documents** must be submitted by **5:00 PM on March 14, 2014,** on the website (http://tidc.tamu.edu). A confirmation number will be assigned to all online ISA submissions.

Tier Two – Full Application Requirements

a. **Notice to Proceed with Application** – The Grants Administrator will review all ISAs and provide a written **Notice to Proceed with Application** to those counties that best demonstrate that they meet the priority funding and other requirements contained in this RFA.

b. **Internet Submission Required** – As with the ISA, all applications must be submitted using the Commission's Grant and Plan Management Website.

c. **Resolution/Internet Submission Form** – The Resolution/Internet Submission Form (See Attachment A) must also be submitted in order for Commission staff to consider the full application. This form must be printed from the Commission's application website, and adopted by the County Commissioners Court, and signed by the applicant's authorized official before the deadline for applications.

   i. The adopted resolution (available online described above) is the official authorization from the Commissioners Court for the grant request. It names the grant officials required in Texas Administrative Code Chapter §173.301. It is also a pledge to take legal responsibility for the appropriate expenditure of the funds, if they are awarded. Finally, it certifies that the information submitted in the application material is true and correct and that the county will abide by all relevant rules, policies, and procedures if awarded the grant funds by the Commission.

   ii. The Internet Submission Form is a separate form contained on the bottom of the Resolution Form. The Internet Submission Form must contain a confirmation number that will be generated when the application is submitted. The confirmation number may be completed by hand after the Resolution Form is approved by Commissioners Court and the application is submitted.

   iii. The complete Resolution/Internet Submission Form must be scanned and emailed or mailed to the Commission.

d. **Court Commitment**– The judiciary is responsible for implementing indigent defense procedures within counties. Applications must include letter(s) of support from the affected judges who will participate in or implement the program (see Attachment B). Attachment B is a **sample form** and must be edited to describe the level and type of commitment the judges provide to the specific program in the application. All documents should be scanned and emailed or mailed together and be clearly labeled.

e. **Supporting Documents**– Additional material such as timelines, data collection cooperation agreements, general letters of support, or other documents that the county uses to support its application must be submitted to the Grants Administrator at the time of the final application. All supporting documents should be scanned and emailed or mailed together.

f. **Due Date for Full Application**– All **full applications, court commitments, and supporting documents** must be submitted by **5:00 PM on May 9, 2014,** on the website (http://tidc.tamu.edu). A confirmation number will be generated by the system for all online submissions. This is the number that needs to be entered in the Internet Submission Form portion (bottom) of the Resolution.

g. **Continued Multi-year Grant applications must be submitted by 5:00 PM on May 9, 2014. The Resolution and a new Attachment B for FY15 must be included with the application along with any request for changes, amendments or adjustments.**

h. **Single counties applying for the New Menu Option Applications must submit on or before 5:00 PM on May 9, 2014. Resolution and Attachment B must be included with the application.**

Submission Requirements

General Submission Requirements

a. **New Programs and Positions**– Only new programs and/or positions will be funded. This may include adding new positions or elements to existing programs. The county must make a clear distinction in the application narrative of how the requested positions will perform work that is not currently done.

b. **Maximum Applications**– A county may submit only one new single-year and one new multi-year application per fiscal year for a maximum of two new applications. The county shall indicate if it seeks funding for a single-year or multi-year program.

c. **Grant Officials**– Each grant must have the following designated to serve as grant officials:
   i. Program director. This person must be the officer or employee responsible for program operation or monitoring or implementation of the indigent defense plan and will serve as the point-of-contact regarding the program's day-to-day operations.
   ii. Financial officer. This person must be the county auditor or county treasurer if the county does not have a county auditor.
   iii. Authorized official. This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official.
   iv. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official.

Fiscal Submission Requirements

a. **Multi-Year Funding**– Funding is available for multi-year programs to encourage innovative long-term programs to improve the delivery of indigent services. Generally, multi-year grant programs are awarded one year of funding that may be renewed for up to four total years of funding.

b. **Equipment Costs**– Equipment and other one-time costs will only be funded in the first year of the grant unless permission is granted by the Commission in writing. The Commission's portion of the grant and the cash match after the first year of funding will be calculated based on the total project costs less the equipment expenses from the first year.

c. **Calculating the Cash Match**–
   i. **Formulas:**
      1. Total Project Cost multiplied by percent of match required = Total Match Required
      2. Total Project Cost minus Total Match Required = Total Commission Grant Request
   ii. **Match Requirements:**
      1. **Single-Year Grant Funded Positions**– Applicants for all single-year discretionary grants that request full time equivalent positions (FTE) must provide a fifty percent (50%) cash match.
      2. **Single-Year Videoconferencing**– Applications for videoconferencing equipment require a fifty percent (50%) cash match. Upon completion of the implementation stage the county must demonstrate that it is able to connect to one other funded or previously funded county. Counties may use the videoconferencing system for any hearings authorized under Texas Code of Criminal Procedure Chapter 46B.
      3. **Multi-year Requests**– Counties must provide a cash match from county or other funds of 20% of total project costs in the first funding year, 40% the second funding year, 60% the third funding year, and 80% the fourth funding year. An applicant's use of matching funds must comply with the same statutes, rules, regulations, and guidelines applicable to the use of the Commission funded portion of a grant project.
      4. **Use of Program Income**– Applicants may use funds received through program income to fulfill the matching funds requirement, if applicable.

Section II. Program Information

Priority Program Funding

The Commission may provide grant funds to any program that improves the provision of indigent defense services. See Attachment C for a list of the types of programs that have been funded in the past and requirements by program type.

Program Priorities

Applications for the following programs shall be given funding priority:

- Regional indigent defense services
- Specialized (mental health, juvenile, capital, etc.) indigent defense services
- Programs that serve rural areas
- Programs that measure the quality of representation for indigent defendants
- Online indigent defense management systems

Preferred Applications will have the following characteristics:

- Demonstrate a good likelihood the proposed activity will be a model program or can be duplicated in other jurisdictions.
- Involve coordinated multi-county submissions.
- Demonstrate a county's(ies') long term commitment to the program. For instance a seed program that requests funds from the Commission to start a program the county will maintain over time.
- Contain cash match from the county or other non-governmental source.
- Have minimal or no indirect costs requirements.
- Come from small counties (less than 50,000 population) or mid-sized counties (50,000 to 250,000 population).

Program Requirements

Counties that fulfill most of the program requirements and develop programs consistent with the Commission's standards, related statutes, and above listed priorities are most likely to receive funding.

Commission Fund Guidelines

a. **Right of Refusal**– The Commission reserves the right to reject any or all of the applications submitted.
b. **State Funds Availability**– All commitments are subject to availability of state funds.
c. **Awards**– Publishing the RFA does not obligate the Commission to fund any programs.
d. **Partial Funding**– The Commission may choose to offer funds for all or any portion of a program submitted in the application.
e. **Substitution**– The Commission may offer alternative funding sources, special conditions or alternative program elements in response to submitted applications.
f. **Competitive Grants**– Receipt of a notice to proceed with application does not guarantee funding by the Commission or remove the competitive nature of these funds. The advance review of the ISA assists the Commission to provide feedback to counties and assists the county in knowing what types of programs best meet the Commission's priorities and strategic plan elements. Menu Option applications will be reviewed based on availability of funds.
g. **Review Criteria**– This is a competitive grant program. Commission staff will review each grant using objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Commission. Menu Option applications will be reviewed based on availability of funds.
h. **Final Selection**– The Commission may select and award programs that reflect geographic diversity, demographic diversity, and/or distinctive program elements at its own discretion.

i. **Future Funding on Multi-Year Projects**– The Commission will commit funding for only the current grant year. Future funding will be based on the county's submission of a new application to continue funding in subsequent years, submission of progress reports, a demonstration of successful progress made in implementing the program, and future availability of funds.

j. **Impact of Formula Grant**– Counties that receive multi-year discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. The county will submit its Indigent Defense Expenditure Report on or before November 1 of each year. If the impact of the Multi-Year funded program results in an overall reduction of the county's indigent defense expenses below the baseline period, then all or a portion of the formula grant may need to be returned to the Commission as directed by the Commission.

k. **Delayed Start**– For multi-year grants, counties often begin program expenditures after the beginning of the initial grant year. The Commission will provide the 80% of funding based on twelve months of expenditures if the county spends at a reasonable level consistent with the funding plan. The county must have an unexpended balance for the delayed period to carry forward into the new period of within 10% less any start-up costs. The county may purchase start-up items at the beginning of the initial grant period. The program will be determined to start when the first program position is hired. The one-year percentage of funding amounts will be calculated from the first month of program operation rather than the first day of the initial grant period. If approved, the county will enter into the succeeding grant period with the previous match funding for the length of the delayed funding. The remainder of the renewed grant period will be the current fiscal year match. This process will carry forward each year that the program is renewed until the final (fourth) year. The final contract will be written for the length of time to complete the funding schedule transaction at the appropriate percent match.

Example: *ABC County receives an initial $100,000 four-year grant beginning October 1, 2014, with the Commission reimbursement percentages equaling 80% in the first grant year, 60% in the second, 40% in the third, and 20% in the fourth. However, ABC County does not begin spending for the program until April 1, 2015. The county applies and is approved to receive continued funding for the grant year beginning October 1, 2015. The county may receive 80% funding through March 31, 2015, which is eighteen months from the beginning of the initial grant period but only twelve months from the beginning of the program start date (April 1, 2015).*

Program Eligibility Requirements

a. **Compliance with Commission Requirements:**

i. All counties are statutorily required to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. In accordance with TAC §173.109, the report will be made through the internet.

ii. Local Administrative District Judges, Local Statutory County Court Judges (or County Judge as applicable) and the Chairs of Juvenile Boards must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Texas Indigent Defense Commission as required in Government Code §79.036. The Countywide Plans must be submitted by November 1st of each odd numbered year in the form and manner prescribed by the Commission.

b. **Compliance with Monitoring Reports:** A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.

Program Fiscal Requirements

a. **Fund Use**– Funds must be used to pay for the direct and/or administrative costs of providing and improving indigent defense services in the county(ies).
b. **Supplanting Prohibited**–Commission funding can only be awarded for **new programs;** a county may not reduce the amount of funds provided for [existing] indigent defense services in the county because of funds provided by this grant.
c. **Allowable Costs**– Grants provided under this chapter may be used by counties for:
    i. Attorney fees for indigent defendants accused of crimes or juvenile offenses;
    ii. Expenses for licensed investigators, experts, forensic specialists, or mental health experts related to the criminal defense of indigent defendants; and
    iii. Other approved expenses allowed by this grant program or necessary for the operation of a funded program.
d. **Unallowable Costs**– The Commission has adopted the Uniform Grant Management Standards (UGMS) to determine unallowable costs. See UGMS for a full list of unallowable costs. Specifically, in accordance with UGMS and/or the grant rules the following conditions apply to these grant funds:
    i. General government costs are unallowable;
    ii. Costs of law enforcement, prosecution, and incarceration are unallowable;
    iii. Replacing existing county funding with grant funds is unallowable; and
    iv. Funding positions that previously existed or currently exist in the county is unallowable
e. **Failure to Begin**– Failure to begin operating the program by the grant application review period constitutes a failure to meet performance measures.
f. **Dual Use**– If a county applies for an indigent defense program that may be tied to a general government process, the county must provide documentation and rationale to establish a basis of costs to determine the portion of a program/project attributable to indigent defense.

Program Reporting Requirements

a. **Maintain Official Contact Information**– All counties must maintain the grant and plan officials' contact information on the counties' home page on http://tidc.tamu.edu. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local statutory county judge and county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.
b. **Reports**– Online fiscal and program reports are required to be submitted each quarter. All grants will require at least one follow-up report outside of the grant period. If selected for funding, report periods will be provided in the Statement of Grant Award.
c. **OCA Reporting**– The applicants' county and district clerks must be in compliance with reporting requirements promulgated by the Texas Judicial Council. The district clerks and county clerks must submit their monthly court activity reports to OCA electronically.

Program Records Requirements

a. **Data Collection and Agreements** - The County must collect data to support the evaluation of the program's impact and compliance with the Fair Defense Act. This will require Data

Collection Agreements from county offices or departments to provide information to the program director on a regular basis.

b. **Records Retention**– Counties must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically.
c. **Monitoring and Auditing**– Records must be made available to the Commission or its designees upon request. (See Texas Administrative Code, Rule §173.401 for more details.)

Program Equipment, Purchasing and Contract Requirements

a. **Use DIR State Contract**– All technology equipment and software must be purchased from the DIR State Contract unless the County demonstrates in a written exception request good reason why the state contract cannot be used and the grants administrator has granted a written exception.
b. **Inventory**– Equipment purchased with grant funds is the property of the county. The Commission requires each grantee to maintain an inventory report of all equipment purchased with grant funds. This report must comport with the final financial expenditure report. Within 90 days after the grant period expires, grantees must complete a physical inventory of all grant funded property and the grantee must reconcile the results with the existing property records.
d. **Equipment and Software Maintenance**– All equipment and software purchased with grant funds shall include at least three (3) years and no more than five (5) years of maintenance to ensure the equipment and software will operate as intended during and beyond the grant period. **For multi-year grants, the cost of the actual equipment and other one-time costs will only be funded the first year of the grant and will not factor into the overall project costs in subsequent years of funding.**
e. **Technology Standards**– Applications that include purchase of information technology products must document how the projects meet technology standards adopted by the Texas Department of Information Resources (DIR) and Judicial Committee on Information Technology (JCIT) as applicable. If no standards are available from DIR or JCIT, then the county must meet commonly accepted technology standards such as Open Data Base Compliant (ODBC) or Transmission Control Protocol/Internet Protocol (TCP/IP) as applicable.
f. **Electronic Case Filing** – Counties developing software or programs must follow Electronic Case Filing 4 standards.
g. **Interconnectivity of Communications Technology**– In the purchase of communication equipment, the County will connect to at least one site previously funded by the Commission to demonstrate its connectivity.
h. **Professional and Contractual Services**– Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to regularly and consistently ensure that contract deliverables are provided as specified in the contracts. Grantees must regularly and consistently document the results of their contract monitoring reviews and must maintain the files and results of all contract monitoring reviews in accordance with the record retention requirements described in this section of the RFA. A grantee's failure to monitor its contracts may result in disallowed costs and/or disallowed match.
i. **Obligation** – Contracts with third parties for core services must be provided to the Commission and approved prior to execution.
j. **Contract Performance Monitoring** - Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than $10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and

managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor's performance within the budget required by statute for such programs. Commission staff must review each contract at least once every two years and notify the grantee if it is not sufficient (See TAC Rule §173.311).

k. **Limit on Equipment for Third Party Contracting of Legal Services**– Counties that contract with third parties to provide direct client indigent defense services may have included one-time purchase of equipment in the grant application. Counties may not include in the contract with the third party the full costs of the equipment line item into future funding years.

Section III. Writing the Grant

Writing the Intent to Submit an Application (Tier One)

Applicants must complete an online Intent to Submit an Application (ISA) before developing a full application. The ISA will allow counties to name the grant officials, provide a title to the program and state the estimated total project costs, keeping in mind that the amount may change in the full application. The ISA will include four parts: problem statement, program goals, activity and evaluation. The ISA must be limited to one program and will be a short and succinct description of an **indigent defense** improvement the courts or county want to implement. The ISA may not exceed the space provided in the on-line submission boxes. Any text beyond the word limit will be discarded.

After review of the ISAs, the grant administrator will provide a Notice to Proceed in writing to those counties that best meet the stated Priority Funding and Program Requirements sections. Improvements and suggestions may be included with the Notice to Proceed from the grant administrator.

Writing the Full Application (Tier Two)

If the Grant Administrator provides a Notice to Proceed with the final application, the county may log into the system and complete the other portions of the application. Each application must have a narrative section that describes the proposed activity. The narrative portion of the application consists of seven sections that must be completed. Additionally, an online budget form must be completed. Each of these elements must be completed for the application to receive full consideration. An incomplete or blank section decreases the likelihood of the program receiving funding because no score will be assigned to missing information. The online system will accept basic formatting and simple tables. The submission requirements above provide instructions on how to submit additional information if it is necessary. The sections are:

a. **Introduction (Executive Summary):** In one hundred (100) words or less, describe the program and the main goals to be addressed. This **paragraph will be the abstract** of the project. Clearly state what the program will do and the broad goals that will be met if the program is funded. The summary will be most useful if it is prepared after the application has been developed in order to encompass all the key summary points necessary to communicate the project.

b. **Problem Statement:** Describe the issue or problem the proposed activity is intended to improve or correct. Make a clear, concise, and well-supported statement of the problem to be addressed. Provide any formal or informal data related to the problem. Include information about the affected populations, social and economic costs of the issue, and resources currently used.

c. **Objectives:** Develop clear targets and goals for the program to accomplish. State how the objectives address the problem stated above.

   i. Objectives must be related to the program in this application and the funds requested.

ii. Objectives must be time/date specific and measurable.
iii. Objectives are the basis for the evaluation and progress reports.
iv. Objectives must be consistent with the Problem Statement

d. **Activities:** Describe the specific activity the county will conduct if funded. The activities should support the objectives.
   i. Include detailed instructions of step by step procedures that will take place to implement the program and the resources needed to complete each task.
   ii. Make sure to incorporate the required elements for the types of programs listed on Attachment C.
   iii. Include **startup tasks** and the **ongoing program activities** that staff will perform to implement the program.
   iv. Write this section so that outsiders know exactly what the county plans to do.
   v. Provide justification related to effectiveness and/or economy of the activity proposed. Include supporting research on this activity if available.
   vi. Describe whether the existing staff and/or contractors will perform tasks, reports, etc. or if new staff positions will be created to implement the program. If the program will be implemented through a contract/ or with contractors, include information on the selection process.
   vii. If the proposed program implements a new component into an existing process or program, clarify how the new process is different.

e. **Evaluation:** Develop reporting methods on how the proposed activities and objectives are measured.
   i. Evaluation must be linked directly to the objectives and activities. The evaluation must measure both the progress you make toward implementing the grant-funded activity and the effect of the program once it is in operation.
   ii. Measure the attainment of objectives in a specific and tangible manner (e.g., applications of indigency and requests for appointed counsel will be accepted electronically and maintained in an online data management system);
   iii. Measures must be quantifiable (e.g., count the number of requests for counsel received);
   iv. Measures must be time specific (e.g., requests for counsel will be counted from February to January and reported monthly);
   v. Measures must identify the manner in which they will be recorded for future review (e.g., a report or screenshot of the programming results, affidavit of acceptance of work, or summary database). Data collection cooperation agreements with other county offices and departments are strongly recommended so that the county can demonstrate it will be able to meet data collection and evaluation goals.
   vi. The evaluation provides meaning to the program objectives. The measure of success is determined by the goals and objectives of the proposed activity. Write the method that milestones, accomplishments, and timelines will be tracked and recorded, including: Who will record, What will they record, and When will they record?
   vii. Evaluations must demonstrate how the program impacts other county processes when applicable. The evaluation reports are submitted during and after the implementation phase and in accordance with UGMS. Evaluations are both fiscal and programmatic. Process evaluations may also be included.

f. **Future Funding:** Include information on how the proposed activity fits into the county's long-term indigent defense financial systems.

g. **Budget Narrative and Budget Form (a narrative is required in addition to completing the form):** Counties will submit the online budget form. Budgets must clearly state the costs to execute the program. The budget narrative justifies all expenses and must be consistent with the activities and objectives.
   i. Include all costs necessary to implement the proposed activity.

ii. Provide a narrative to detail and justify all budgeted expenses. This narrative must correspond to the activities sections. Items in the budget not stated in the activity will be removed.
iii. Indicate in the budget and narrative the start-up costs or non-reoccurring for multi-year grants.
iv. Indirect costs are allowable but will not be considered competitive if above 10%.
v. The equipment line requires a list of equipment to be purchased. All equipment must be purchased in the first year of the grant unless permission is granted from the Commission in writing. Otherwise, the equipment costs will not factor into the total project cost in subsequent years of funding.
vi. Do not budget expense items that are not part of the application.

AI-43244 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval to appoint Josue Reyes to the Hidalgo County Regional Mobility Authority Board of Directors, for a two year term Effective Feb. 25, 2014

BACKGROUND

2 year term Feb. 25, 2014 - Feb. 25, 2016

Attachments

HCRMA BYLAWS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 02:28 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Mari Gutierrez Started On: 02/19/2014 01:24 PM

Final Approval Date: 02/21/2014

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
Dennis Burleson, Chairman
Michael Cano, Vice-Chairman
Ricardo Perez, Secretary/Treasurer
Forrest Runnels, Director
Alonzo Cantu, Director
R. David Guerra, Director
Josue Reyes, Director

January 24, 2014

Honorable A.C. Cuellar
Commissioner Precinct 1
Hidalgo County
1902 Joe Stephens
Weslaco, Texas 78596

Dear Commissioner Cuellar:

Thank you for your interest in the transportation needs of Hidalgo County and the entire region. The term of Josue Reyes will expire on February 1, 2014.

I am enclosing a copy of the section of the HCRMA bylaws that pertains to the term and selection of members along with the statutory requirements of our members. It is important that the staggering of the Authority's board occur so there is continuity on the Board.

Please consider forwarding your nomination to the Hidalgo County Commissioners Court as soon as practical.

I appreciate all citizens who are willing to serve in this important capacity. Thank you for your attention to this matter.

Yours truly,

Dennis Burleson
Chairman

cc: Josue Reyes, HCRMA Board of Directors
Honorable Judge Ramon Garcia, Hidalgo County Judge
Honorable Hector "Tito" Palacios, County Commissioner, Pct. 2
Honorable Joe Flores, County Commissioner, Pct. 3
Honorable Joseph Palacios, County Commissioner, Pct. 4

118 S. Boulevard, 4th Floor
PO Box 1766
Pharr, Texas 78577
(956) 402-4762
www.hcrma.net

BYLAWS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

§ 1. The Authority

These bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Hidalgo County Regional Mobility Authority (the "Authority"), a regional mobility authority authorized and existing pursuant to Chapter 370 of the Texas Transportation Code, as the same may be amended from time to time (the "RMA Act"), as well as rules adopted by the Texas Department of Transportation concerning the operation of regional mobility authorities, located at 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules").

§ 2. Principal Office

The domicile and principal office of the Authority shall be in Hidalgo County.

§ 3. General Powers

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the "Board"), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas, the RMA Act, the RMA rules, and these bylaws.

§ 4. Initial Board

(a) The initial Board of the Authority shall be composed of seven (7) Directors, appointed as follows:

(1) The Governor shall appoint one (1) Director, who shall serve as the presiding officer of the Board. The Governor's Appointee must be a resident of Hidalgo County.

(2) The Commissioners Court of Hidalgo County shall appoint five (5) Directors, two (2) with terms of two (2) years and three (3) with terms of one (1) year. Each Director must be a resident of Hidalgo County.

(3) The City of McAllen shall appoint one (1) Director with a term of two (2) years. Such director may be a resident of the City of McAllen and must be a resident of Hidalgo County.

(b) The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them through February 1 of the year in which the term of each initial Director expires.

(c) Directors may be reappointed at the discretion of the entity which appointed them.

(d) Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors

(a) When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed expires, the entity that appointed the Director whose term is expiring shall appoint a successor to that Director.

(b) Subject to § 7 of these bylaws, each successor to an initial Director, and each Director thereafter appointed, shall be appointed for a two-year term commencing on February 2 of the year of appointment and expiring on February 1 two years later. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws or provisions of state law.

(c) Upon the admission of a new county into the Authority in accordance with the RMA Act, the RMA Rules, and these bylaws, the number of Directors composing the Board shall be increased by one. The Commissioners Court of the newly admitted county shall appoint one Director who must be a resident of that county at the time of their appointment.

(d) In the event that the addition or withdrawal of a county from the Authority results in an even number of Directors on the Board, the governor shall appoint an additional Director.

(e) Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

§ 6. Qualifications of Directors

(a) All Directors will have and maintain the qualifications set forth in this § 6 and in the RMA Act or RMA Rules.

(b) All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.

(c) Each Director appointed by the Commissioners Court of Hidalgo County or by a municipality located within Hidalgo County must be a resident of the County at the time of their appointment. All gubernatorial appointees must be a resident of Hidalgo County at the time of their appointment.

(d) An elected official is not eligible to serve as a Director.

(e) A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose

spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.

(f) A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:

(1) is employed by or participates in the management of a business entity or other organization, other than a political subdivision, regulated by or receives money from TxDOT or the Authority;

(2) owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization that is regulated by or receives money from TxDOT or the Authority, other than compensation for acquisition of turnpike right-of-way;

(3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority, other than compensation or reimbursement authorized by law for Board membership, attendance, or expenses, or for compensation for acquisition of turnpike right-of-way;

(4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction, maintenance, or operation; or

(5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT or the Authority.

§ 7. Vacancies

A vacancy on the Board shall be filled promptly by the entity that made the appointment that falls vacant. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position.

§ 8. Resignation and Removal

A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the RMA Act, the RMA Rules, or these bylaws, or if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than one third of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive

FIRST AMENDMENT
to the
BYLAWS OF THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Bylaws of the Hidalgo County Regional Mobility Authority, initially adopted by the Hidalgo County Regional Mobility Authority Board of Directors on October 12, 2006, is hereby amended as follows:

§ 4. Initial Board

(a) The Initial Board of the Authority shall be composed of seven (7) Directors, appointed as follows:

(1) The Governor shall appoint one (1) Director, who shall serve as the presiding officer of the Board. The Governor's Appointee must be a resident of Hidalgo County.

(2) The Commissioners Court of Hidalgo County shall appoint five (5) Directors, two (2) with terms of two (2) years and three (3) with terms of (1) year. Each Director must be a resident of Hidalgo County.

(3) The City of McAllen shall recommend one (1) Director with a term of two (2) years to the Commissioners Court of Hidalgo County for appointment to the Authority. Such Director may be resident of the City of McAllen and must be resident of Hidalgo County.

§ 5. Subsequent Directors

(a) When the term of an initial Director of the Authority expires, and thereafter, when the term of each subsequently appointed Director expires, the entity that appointed or recommended the Director whose term is expiring shall appoint or recommend a successor to that Director.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008-11

APPROVING THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FIRST AMENDMENT TO HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BYLAWS

THIS RESOLUTION is adopted this 20th day of May, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a special meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act;

WHEREAS, the Minute Order of the Commission provides that the County will appoint six of the Authority's Board members and the Governor will appoint the seventh;

WHEREAS, the Bylaws of the Authority, as initially adopted, provide that the County will appoint five of the Authority's Board members, the City of McAllen (the "City") will appoint one Board member, and the Governor will appoint the seventh Board member;

WHEREAS, it was the intention by the County, the City, the Commission, and the Authority that the City would participate in the Authority by recommending a Board member for appointment and that such Board member would be appointed by the County, as provided in the Commission's Minute Order;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the First Amendment to the Hidalgo County Regional Mobility Authority Bylaws, attached hereto as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 20 day of May, 2008, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ramiro E. Salazar, Secretary/Treasurer

AI-43184 **Precinct #1 16. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $1,312.50 for the renewal of yearly permit for Delta Lake Park.

2. Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $574.61 for Air Emissions Fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

4-1100-432-00-121-001-0-811 -----> $522.39 (Funds Available. Refer AI-43120)

4-1100-432-00-121-001-0-855 -----> $52.22

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

4-1100-452-00-121-013-0-811 -----> $1,250 (Funds Available. Refer AI-43113)

4-1100-452-00-121-013-0-855 -----> $ 62.50

Attachments

Invoice - Air Emissions Fee

Invoice - FY14 Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 03:33 PM
Auditor's Office	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Katia Garcia Started On: 02/13/2014 02:46 PM

Final Approval Date: 02/21/2014

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: HIDALGO COUNTY
ACCOUNT: 21009541

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
21009541	JAN15,14	0.00	52.22	574.61

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,13	AEF0017901	AIR ACCOUNT HNA010J FY14 AIR EMISSIONS FEE	522.39	522.39
DEC10,13	SC00114146	AIR ACCOUNT LATE FEE - DEC 2013	26.11	548.50
JAN10,14	SC00116430	AIR ACCOUNT LATE FEE - JAN 2014	26.11	574.61

Please return coupon with payment. For questions concerning charges or site location, please call 512-239-1459.

574.61

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

JAN15,14

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
21009541	574.61

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

HIDALGO COUNTY
RICK MEDRANO
1902 JOE STEPHENS AVE

WESLACO TX 78596-3700

0021009541 5093406 00000574610228142

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Interim Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

15-JAN-14

HIDALGO COUNTY
1902 JOE STEPHENS AVE

WESLACO TX 78596-3700

RE: Past Due Balance on Your Account (21009541) SECOND AND FINAL NOTICE

To Whom It May Concern:

The Texas Commission on Environmental Quality (TCEQ or Commission) appreciates compliance with environmental regulations established in the State of Texas which includes obligations to pay fees and administrative penalties. Our records show that your account has a past due balance of $574.61 . Our records indicate that you have failed to respond to the previous notice with full payment of your account. This is the final attempt to resolve this account.

If your account remains unpaid, it may be referred to the Texas State Attorney General for collection. Failure to pay your fees and administrative penalties will result in your account being placed on the Warrant Hold Program with the State Controller. Delinquent accounts will also affect your ability to obtain or renew permits or other authorizations from the TCEQ.

The TCEQ would like to resolve this matter without further enforcement proceedings and is requesting that you immediately send payment in full. Payment of the full balance may be made by credit card or electronic check through the TCEQ's website at www.tceq.texas.gov/epay. Payment by check or money order must be payable to TCEQ, noting your name and account number on the payment to the following address:

Texas Commission on Environmental Quality
P. O. Box 13088
Austin, Texas 78711-3088

If you have initiated federal bankruptcy proceedings, please send notice of the bankruptcy to the attention of the Revenue Collection Coordinator and disregard this letter. If you have any questions about your account balance, please contact your fee coordinator listed below:

NAME BEGINS WITH	FEE COORDINATOR PHONE NUMBER
(A-Z)	(512)239-0366

Sincerely,

Financial Administration Division
Revenue Section

cc: TCEQ Enforcement Section
File

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

COMPANY: HIDALGO COUNTY
ACCOUNT: 23002499

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23002499	JAN15,14	0.00	62.50	1,312.50

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30,13	CWQ0040311	PERMIT 0010973001 FY14 CWQ ASSESSMENT FE	1,250.00	1,250.00
JAN10,14	SC00114700	PERMIT LATE FEE - JAN 2014	62.50	1,312.50

Please return coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

1,312.50

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

CEQ VIPP Form AR41A 02-17-2011

JAN15,14

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23002499	1,312.50

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

HIDALGO COUNTY
1902 JOE STEPHENS AVE
WESLACO TX 78596-3700

0023002499 1533360 00001312500228140

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Interim Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

15-JAN-14

HIDALGO COUNTY
1902 JOE STEPHENS AVE

WESLACO TX 78596-3700

RE: Past Due Balance on Your Account (23002499) FIRST NOTICE

To Whom It May Concern:

The Texas Commission on Environmental Quality (TCEQ or Commission) appreciates compliance with environmental regulations established in the State of Texas which includes obligations to pay fees and administrative penalties. Our records show that your account has a past due balance of $1,312.50.

The TCEQ would like to resolve this matter without enforcement proceedings and is requesting that you immediately send payment in full. Payment of the full balance may be made by credit card or electronic check through TCEQ's website at www.tceq.texas.gov/epay. Payment by check or money order must be payable to TCEQ, noting your name and account number on the payment, to the following address:

Texas Commission on Environmental Quality
P. O. Box 13088
Austin, Texas 78711-3088

Late fee penalties and interest are assessed for late fee payment as allowed by statute and under Chapter 12 of the TCEQ's rules. Please refer to the back of your billing statement for information on late fee calculations.

Failure to pay your fees and administrative penalties will result in your account being placed on the Warrant Hold Program with the State Comptroller. Delinquent accounts will also affect your ability to obtain or renew permits or authorizations from the TCEQ.

If you have initiated federal bankruptcy proceedings, please send notice of the bankruptcy to the attention of the Revenue Collection Coordinator and disregard this letter. If you have any questions about your account balance, please contact your fee coordinator listed below:

NAME BEGINS WITH	FEE COORDINATOR PHONE NUMBER
(A-Z)	(512)239-0344

Sincerely,
Financial Administration Division, Revenue Section

cc: TCEQ Enforcement Section
File

AI-43082 **Precinct #1** **16. C.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and Approval of name change as recommended by the LRGVDC.
Proposed name: Rafael Garcia St.

BACKGROUND

The proposed street name is to rename the existing 12th Street from FM 493 to Jesus Flores Rd. in the community of Hargill.

Attachments

Rafael Garcia St.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/06/2014 05:04 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Mari Gutierrez Started On: 02/06/2014 04:15 PM

Final Approval Date: 02/21/2014

Lower Rio Grande Valley Development Council

Hon. Norma G. Garcia, Member-at-Large ..... President
Mayor Tony Martinez, Brownsville ..... 1st Vice-President
Mayor Chris Boswell, Harlingen ..... 2nd Vice President
Commissioner Gerardo "Jerry" Tafolla, Weslaco ..... Secretary
Mayor James E. Darling, McAllen ..... Treasurer
Mayor Steve Brewer, La Feria ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Pilar Garza
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Homer Jasso, Jr.
Council Member, Edinburg

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-Tem, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Joe D. Gonzalez
Commissioner, San Benito

Armando Garza
Mayor Pro-Tem, San Juan

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

J. Shane Cameron
Willacy Navigation District

Mayor Pro-Tem Eddy Gonzalez
Member-At-Large

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

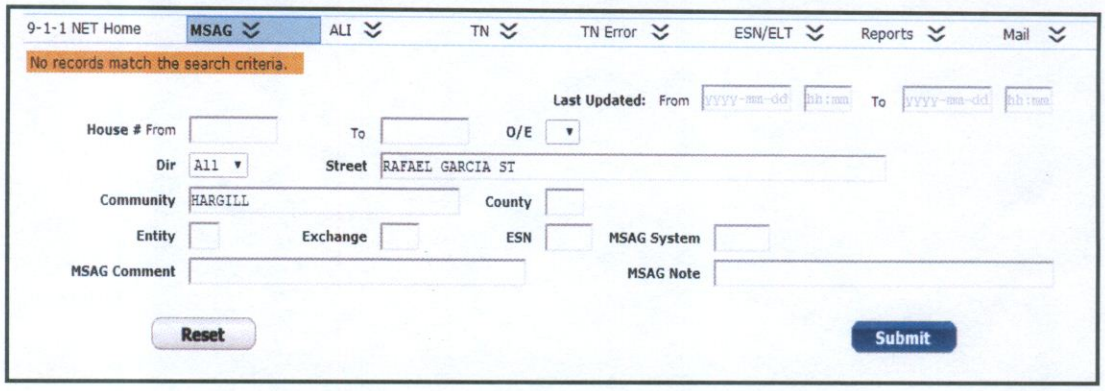
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

February 3, 2014

A.C. Cuellar Jr.
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

The LRGVDC 9-1-1 Department acknowledges the County's notification on the following: **PRPOSED NAME: RAFAEL GARCIA ST** – to rename a section of 12th street from FM 493 to Jesus Flores Road in the community of Hargill.

A query was done on the state 9-1-1 database and found no match for the proposed name in the system. It is recommended for the proposed street name to be utilized for renaming the street/road specified.



ACKNOWLEDGED ON: February 3, 2014
RESEARCHED BY: Maggie Garza
TITLE: Planner I

AI-43046 **HIDTA - Task Force 17. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval and authorization to submit the FY 2013 Chapter 59 Asset Forfeiture Report as required by the Texas Attorney General

BACKGROUND

The annual report is a prerequisite as set for the under the Code of Criminal Procedure Chapter 59.06 Disposition of Forfeited Property. Report will be submitted to the State of Texas Office of Attorney General and the Texas Comptroller of Public Accounts. The Hidalgo County Auditor's Office reviewed said report.

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:31 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Nelda Olivarez Started On: 02/05/2014 04:10 PM

Final Approval Date: 02/21/2014

FY 2013
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	**Hidalgo County High Intensity Drug Trafficking Area (H.I.D.T.A.) Task Force**	Reporting Period: (local fiscal year example:	**01/01/13 - 12/31/13** 01/01/13 to 12/31/13, 09/01/12 to 08/31/13 etc.
Agency Mailing Address:	**P.O. Box 5719** **McAllen, TX 78502-5719**		
Phone Number:	**956 381-0444**		
County:	**Hidalgo County**		
Email Address:	dmunoz@hidtataskforce.net	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I.		**SEIZED FUNDS**		
	A)	Beginning Balance:	$	
	B)	Seizures During Reporting Period:		
		1) Amount seized and retained in your agency's custody.	$	**0.00**
		2) Amount seized and transferred to the District Attorney pending forfeiture.	$	**42,628.00**
	C)	Interest Earned on Seized Funds During Reporting Period:	$	**216.00**
	D)	Amount Returned to Defendants/Respondents:	$	
	E)	Amount Transferred to Forfeiture Account:	$	**81,259.00**
	F)	Other Reconciliation Items:	$	
	G)	Ending Balance: **Instruction:** Add lines A, B (1), C and F, subtract lines D and E, put total in line G	$	**(81,043.00)**
II.		**FORFEITED FUNDS**		
	A)	Beginning Balance:	$	**829,156.00**
	B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	$	**81,259.00**
	C)	Interest Earned on Forfeited Funds During Reporting Period:	$	**801.00**
	D)	Proceeds Received by Your Agency From Sales of Forfeited Property:	$	**115,680.00**
	E)	Amount Returned to Crime Victims:	$	**0.00**
	F)	Other Reconciliation Items:	$	**0.00**
	G)	Total Expenditures of Forfeited Funds During Reporting Period:	$	**105,469.00**
	H)	Ending Balance: Instructions: Add lines A,B,C,D & F, subtract lines E & G, place total in line H.	$	**921,427.00**

III. OTHER PROPERTY

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	**27**	**22**		
2.) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: 1 MITSUBISHI FORKLIFT & 1 PALLET JACK	2			
Other Property - Description: 1 STRAPPING MACHINE & 1 TRAILER TOW	2			
Other Property - Description: 1 CESSNA AIRCRAFT		1		

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A)	Motor Vehicles:	
B)	Real Property:	
C)	Computers:	
D)	Firearms:	
E)	Other:	

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A)	Motor Vehicles:	
B)	Real Property:	
C)	Computers:	
D)	Firearms:	
E)	Other:	

VI. EXPENDITURES

A)	**SALARIES**	
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements:	$ 105,469.00
2.	Salary Budgeted Solely From Forfeited Funds:	$ -
3.	Number of Employees Paid Using Forfeiture Funds:	11
4.	**TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:**	$ 105,469.00

B)	**OVERTIME**		
1.	For Employees budgeted by Governing Body:	$ -	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ -	
3.	Number of Employees Paid Using Forfeiture Funds:		
4.	**TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:**		$ -
C)	**EQUIPMENT**		
1.	Vehicles:	$ -	
2.	Computers:	$ -	
3.	Firearms, Vests, Personal Equipment:	$ -	
4.	Furniture:	$ -	
5.	Software:	$ -	
6.	Maintenance Costs:	$ -	
7.	Uniforms:	$ -	
8.	K9 Related Costs:	$ -	
9.	Other (Provide Detail on Additional Sheet):	$ -	
10.	**TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS**		$ -
D)	**SUPPLIES**		
1.	Office Supplies:	$ -	
2.	Cellular Air Time:	$ -	
3.	Internet:	$ -	
4.	Other (Provide Detail on Additional Sheet):	$ -	
5.	**TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:**		$ -
E)	**TRAVEL**		
1.	Total In State Travel	$ -	
	a) Transportation:	$ -	
	b) Meals & Lodging:	$ -	
	c) Mileage:		
	d) Incidental Expenses:	$ -	
2.	Total Out of State Travel		
	a) Transportation:	$ -	
	b) Meals & Lodging:	$ -	
	c) Mileage:		
	d) Incidental Expenses:	$ -	
3.	**TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:**		$ -

F)	**TRAINING**		
	1. Fess (Conferences, Seminars):	$ -	
	2. Materials (Books, CD's, Videos, etc.)	$ -	
	3. Other (Provide Detail on Additional Sheet):		
	4. **TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS**		$ -
G)	**INVESTIGATIVE COSTS**		
	1. Informant Costs:	$ -	
	2. Buy Money:	$ -	
	3. Lab Expenses:	$ -	
	4. Other (Provide Detail on Additional Sheet):	$ -	
	5. **TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:**		$ -
H)	**PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE /DONATIONS**		
	1. Total Prevention/Treatment Programs(pursuant to 59.06 (h), (j):	$ -	
	2. Total Financial Assistance (pursuant to Articles 59.06 (n), and (o)):	$ -	
	3. Total Donations (pursuant to Articles 59.06 (d-2)):	$ -	
	4. **TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (PURSUANT TO Articles 59.06 (h), (j), (n), (o) (d-2)):**		$ -
I)	**FACILITY COSTS**		
	1. Building Purchase:	$ -	
	2. Lease Payments:	$ -	
	3. Remodeling:	$ -	
	4. Maintenance Costs:	$ -	
	5. Utilities:	$ -	
	6. Other (Provide Detail on Additional Sheet):	$ -	
	7. **TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:**		$ -
J)	**MISCELLANEOUS FEES**		
	1. Court Costs:	$ -	
	2. Filing Fees:	$ -	
	3. Insurance:	$ -	
	4. Witness Fees:	$ -	
	5. Audit Costs and Fees:	$ -	
	6. Other (Provide Detail on Additional Sheet):	$ -	
	7. **TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:**		$ -

K)	**PAID TO STATE TREASURY / GENERAL FUND / HEATH & HUMAN SERVICE COMMISSION:**			
1.	Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	$ -		
2.	Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	$ -		
3.	Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	$ -		
4.	Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	$ -		
5)	**TOTAL PAID TO SATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:**		$	-
L)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**		$	-
M)	**TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheet(s) and attach to this report)**		$	-
N)	**TOTAL EXPENDITURES:**		**$**	**105,469.00**

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL CERTIFICATION

I SWEAR OR AFFIRM THAT THE Commissioners Court, City Council or Agency Head (if no governing body) has requested that I conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the information contained in this report is true and correct.

AUDITOR, TREASURER or

ACCOUNTING PROFESSIONAL

(Printed Name): Ray Eufracio, CPA

TITLE: County Auditor

SIGNATURE:

DATE: 2/21/14

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Rene Guerra, Criminal District Attorney

SIGNATURE: Rene Guerra

DATE: 2/24/14

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)463-1591
Chapter59AuditReport@texasattorneygeneral.gov

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

AI-43048 **HIDTA - Task Force 17. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting authorization for the County Judge to execute the following: 1. FY 2013 Equitable Sharing Agreement and Certification Report-Hidalgo County HIDTA Task Force. 2. FY 2013 Equitable Sharing Agreement and Certification Report-Hidalgo County District Attorney's Office.

BACKGROUND

The annual reports are prerequisites as set forth under the Guide to Equitable Sharing for State and Local Law Enforcement Agencies guidelines. Reports are being submitted to the U.S. Department of Justice and the U.S. Department of Treasury. The Hidalgo County Auditor's Office reviewed said reports.

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:40 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Nelda Olivarez Started On: 02/05/2014 04:16 PM

Final Approval Date: 02/21/2014

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ Police Department ◯ Sheriff's Office ◉ Task Force (Complete Table A)
◯ Prosecutor's Office ◯ National Guard Counterdrug Unit ◯ Other

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Hidalgo County HIDTA Task Force

NCIC/ORI/Tracking Number: T X 1 0 8 2 7 0 0

Mailing Address: P.O. BOX 5718

City: McAllen **State:** TX **Zip:** 78502

Finance Contact: First: Nelda Last: Olivarez
Phone: 956 381-0444 E-mail: nolivarez@hidtataskforce.us

Preparer: First: Nelda Last: Olivarez
☒ Same as Finance Contact Phone: 956 381-0444 E-mail: nolivarez@hidtataskforce.us

Independent Public Accountant: E-mail: rickylongoria@bmctexas.com

Last FY End Date: 12/31/2013 **Agency Current FY Budget:** $830,585.98

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$215,873.31	$1,708,211.95
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		$387.22
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$212.70	$1,668.20
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$216,086.01	$1,710,267.37
7	Federal Sharing Funds Spent (total of lines a - m below)	$166,932.50	$224,876.04
8	Ending Balance (difference between line 7 and line 6)	$49,153.51	$1,485,391.33

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		$48,161.29
c	Total spent on informants, "buy money", and rewards	$13,500.00	$29,900.00
d	Total spent on travel and training	$4,998.27	$12,279.41
e	Total spent on communications and computers	$12,225.00	$43,642.07
f	Total spent on weapons and protective gear	$2,954.92	
g	Total spent on electronic surveillance equipment	$950.00	
h	Total spent on buildings and improvements	$11,115.70	$7,413.68
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	$121,188.61	$83,479.59
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	**Total**	$166,932.50	$224,876.04
o	Did your agency receive non-cash assets? ◯ Yes ◯ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
Hidalgo County Criminal District Attorney	TX108015A
Hidalgo County HIDTA Task Force	TX1082700
Hidalgo County Constable's Office Prct 3	TX1080200
McAllen Independent School District PD (K-9)	TX1082600
Bureau of Alcohol, Tobacco & Firearms (ATF)	TXINN5054
Drug Enforcement Administration (DEA)	TXDEA1300
Federal Bureau of Investigation (FBI)	TXFBIMA00
U.S. Marshal's Service (USMS)	USM1081000

Agency Name	NCIC/ORI/Tracking Number
U.S. Customs and Border Protection	T X 1 5 S 0 5 0 4
Internal Revenue Service (IRS)	T X I R S 0 7 0 1
Texas Alcoholic Beverage Commission (TABC)	T X 2 2 7 0 7 0 0

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Hauling & Freight Service	$12.99	
Equipment Repairs and Maintenance Service	$126.26	$15,552.41
Rentals - Land & Buildings / Storage for seized boat (South Parde Boat Yard)		$4,896.00
Rentals - Land & Buildings / Storage for court awarded airplane (McCreery Aviation)	$100.00	$750.00
Rentals - Equipment & Vehicle / Vehicles (Enterprise Rent A Truck)	$10,650.00	$950.00
Rentals - Equipment & Vehicle / Water dispenser-office use	$2.50	$25.50
Rentals - Equipment & Vehicle / Post Office Box rentals		$128.00
Insurance - Property		$629.72
Insurance - Vehicle Liability		$3,212.87
Insurance - Public Official		$3,388.38
Insurance - General		$3,876.05
Postage & Express Mail Charges		$736.64

Description of Expense	Justice Funds	Treasury Funds
Advertising		$1,788.00
Printing		$103.00
Office & Computer Supplies	$80.00	$8,952.21
Educational/Instructional Supplies		$847.00
Safety Supplies		$310.20
Gasoline/Diesel	$6,149.01	$20,751.26
Bottle Water	$48.25	$177.95
Vehicles	$87,062.00	
Dues & Memberships (Texas Narcotic Officers)		$360.00
Court Costs	$1,972.00	$4,197.81
Late Fees , Penalties & Finance Charges		$239.06
Other / Court Awarded Property Maintenance (Mid-South Industries)	$13,565.00	$9,300.00
Other / Miscellaneous Investigative Cost	$1,420.60	$2,307.53

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯ Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head		**Governing Body Head**	
Signature:	Rene Guerra	Signature:	
Name:	Rene Guerra	Name:	Ramon Garcia
Title:	Criminal District Attorney	Title:	Hidalgo County Judge
Date:	2/24/14	Date:	
E-mail:	rene.guerra@da.co.tx.us	E-mail:	ramon.garcia@co.hidalgo.us

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

nolivarez@hidtataskforce.us
dmunoz@hidtataskforce.us

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

○ FY End: 12/31/2013

◉ NCIC: TX1082700 Agency: Hidalgo County HIDTA Task Force Phone: 956 381-0444

○ State: TX Preparer: Nelda Olivarez E-mail: nolivarez@hidtataskforce.us

Date Printed: February 21, 2014 11:27

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ Police Department ◯ Sheriff's Office ◯ Task Force (Complete Table A)
◉ Prosecutor's Office ◯ National Guard Counterdrug Unit ◯ Other

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Hidalgo County District Attorney's Office

NCIC/ORI/Tracking Number: T X 1 0 8 0 1 5 A

Mailing Address: 100 N. Closner

City: Edinburg **State:** TX **Zip:** 78539

Finance Contact: First: Roy Last: Cazares

Phone: 956 318-2300 E-mail: roy.cazares@da.co.hidalgo.tx.us

Preparer: First: Nelda Last: Olivarez

☐ Same as Finance Contact Phone: 956 381-0444 E-mail: nolivarez@hidtataskforce.us

Independent Public Accountant: E-mail: ricklongoria@bmctexas.com

Last FY End Date: 12/31/2013 **Agency Current FY Budget:** $9,771,856.34

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$66,841.47	
2	Federal Sharing Funds Received	$107,047.90	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$35.19	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$173,924.56	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$173,924.56	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯	
Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

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Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head

Signature: Rene Guerra

Name: Rene Guerra

Title: Criminal District Attorney

Date: 2/24/14

E-mail: rene.guerra@da.co.tx.us

Governing Body Head

Signature: _____

Name: Ramon Garcia

Title: Hidalgo County Judge

Date: _____

E-mail: ramon.garcia@co.hidalgo.tx.us

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The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

○ FY End: 12/31/2013

Date Printed: February 21, 2014 11:27

◉ NCIC: TX108015A Agency: Hidalgo County District Attorney's Office Phone: 956 381-0444

○ State: TX Preparer: Nelda Olivarez E-mail: nolivarez@hidtataskforce.us

AI-43293 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation, discussion, and direction on Sanitation Program.
2. Presentation and discussion of Tire Shredding Project.
3. Presentation, discussion and status update of various budget initiatives.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Sergio Cruz Started On: 02/21/2014 08:30 AM

Final Approval Date: 02/21/2014

AI-43140 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Sergio Cruz, Budget Officer **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval to set the indirect cost allocation rate at 6.6 % for the FY 14 WIC Grant Program, effective January 2014.

BACKGROUND

FY2014 Calculated Indirect Cost Rate is 26%, federally capped at 20%. Proposed discounted rate is 6.6% (33% of the federally capped rate of 20%)

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	02/13/2014 05:05 PM
Budget & Management	Debbie Tamez	02/14/2014 11:50 AM
Manuel Chapa	Manuel Chapa	02/14/2014 01:30 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Rosie Cantu Started On: 02/12/2014 09:15 AM

Final Approval Date: 02/21/2014

AI-43252 **Budget and Management 18. C. 1.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Precinct No.4 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.4 (1303):
Approval of 2014 appropriation of funds from (1303) fund balance in the total amount of $14,963.32 for San Carlos CRC project.

BACKGROUND

Construction Material Testing

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-419-40-124-123-0-720

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

BUDGETARY IMPACT:

Pending carryover; funding will be available from Fund Balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	02/21/2014 09:03 AM
Budget & Management	Debbie Tamez	02/21/2014 09:34 AM
Glinda Pacheco	Glinda Pacheco	02/21/2014 11:20 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Rolando Garcia Started On: 02/19/2014 03:36 PM

Final Approval Date: 02/21/2014

DATE: February 19, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget&Managament for Pct4 San Carlos Community Center

ACCOUNT NUMBER: 4-1303-419-40-124-123-0-720

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5413

2014
Appropriation

AI-43252

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
4-1303-419-40-124-123-0-720	PCT4 SAN CARLOS COMMUNITY CTR-BUILDINGS	14,963.32
	TOTAL BUDGET INCREASE (DECREASE)	$ 14,963.32

REASON: Appropriation of monies from the Sale of Assets (Dickerson/Aguilar) (1303) fund balance for the San Carlos Community Center project. - Material Testing

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43126 **Purchasing Department 19. A. 1.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Martha L. Salazar **Submitted By:** Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to declare the items listed in Exhibit "A" (office furniture, equipment and vehicles) attached herein as surplus for the purpose of sale through auction (scheduled for 03-12-2014) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received;

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 03-12-2014 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 03-12-2014, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete. The assets have no value to the County due to their condition.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

Revenues coming in...

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete.
The assets have no value to the County due to their condition.

Attachments

Code
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/18/2014 05:13 PM
Budget & Management	Debbie Tamez	02/19/2014 11:07 AM
Manuel Chapa	Manuel Chapa	02/19/2014 04:05 PM
Auditor's Office	Monica Badillo	02/21/2014 04:30 PM
Form Started By: Roy Garcia		Started On: 02/11/2014 08:27 AM

Final Approval Date: 02/21/2014

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION

AUCTION FOR

March 12, 2014

Asset No	Asset Description	Serial No	Pallet #
13-0786	Fabric Guest Chair	N/A	1
23067	Fabric Guest Chair	N/A	1
13-0788	Fabric Guest Chair	N/A	1
13-0785	Fabric Guest Chair	N/A	1
10326	Leather Guest Chair	N/A	1
148	Leather Chair	N/A	1
13-0782	Fabric Guest Chair	N/A	1
11-0897	Office Chair	N/A	1
14-0165	Fabric Guest Chair Red	N/A	1
13-0784	Fabric Guest Chair	N/A	1
14-0066	Fabric Guest Chair	N/A	1
14-0067	Office Chair	N/A	1
19667	Fabric Guest Chair	N/A	1
19665	Fabric Guest Chair	N/A	1
19666	Fabric Guest Chair	N/A	1
14-0068	Fabric Office Chair	N/A	1
24416	Fabric Office Chair	N/A	1
13-0900	Guest Chair	N/A	1
14-0069	Office Chair	N/A	1
13-0686	Hon Secretarial Chair	N/A	1
14-0070	Blue Office Chair	N/A	1
H-1335	Red Office Chair	N/A	1
14-0071	Black Leather Office Chair	N/A	1
13-0714	Teal Office Chair	N/A	1
14-0072	Red Office Chair	N/A	1
14-0073	Black Leather Chair	N/A	1
14-0074	Fabric Office Chair	N/A	1
14-0075	Guest Chair	N/A	1
14-0076	Broken Orange Chair	N/A	1
13-0243	Black Leather Chair	N/A	1
14-0077	Fabric Red Chair	N/A	1
14-0078	Red Office Chair	N/A	1
14-0079	Black Leather Chair	N/A	1
13-0712	Teal Office Chair	N/A	1
14-0085	Office Chair	N/A	1
14-0080	Fabric Office Chair	N/A	1
14-0171	Fabric Guest Chair Red	N/A	1
19664	Fabric Guest Chair	N/A	1

20851	Executive Office Cahir	N/A	1
13-0876	Fabric Guest Chair	N/A	1
13-0874	Fabric Office Chair	N/A	1
14-0081	Fabric Office Chair	N/A	1
14-0089	Fabric Guest Chair	N/A	1
AA001079	Fabrig Guest Chair	N/A	1
21617	Exectuvie Office Chair	N/A	1
10347	Brown Leather Guest Chair	N/A	1
10343	Brown Leather Guest Chair	N/A	1
13-0232	Fabric Guest Chair	N/A	1
26988	Fabric Guest Chair	N/A	1
13-0508	Fabric Guest Chair	N/A	1
13-0235	Fabrigc Guest Chair	N/A	1
23060	Fabric Guest Chair	N/A	1
13-0781	Fabric Guest Chair	N/A	1
13-0880	Fabric Guest Chair	N/A	1
13-0851	Fabric Guest Chair	N/A	1
13-0881	Fabric Guest Chair	N/A	1
22874	Fabric Guest Chair	N/A	1
13-0854	Fabric Guest Chair	N/A	1
13-0852	Fabric Guest Chair	N/A	1
AA001073	Fabric Office Chair	N/A	1
21436	Guest Chair Fabric	N/A	1
14-0082	Fabric Office Chair	N/A	1
23991	Office Chair Blacak	N/A	1
14-0083	Office Chair Yellow	N/A	1
13-0898	Broken Office Chair	N/A	1
ME000241	Black Office Chair	N/A	1
ME001649	Blue Office Chair	N/A	1
13-0710	Office Chair	N/A	1
14-0084	Office Chair Red	N/A	1
13-0850	Office Chair	N/A	1
13-0882	Guest Chair	N/A	1
28219	Guest Chair	N/A	1
14-0086	Guest Chair	N/A	1
14-0087	Guest Chair	N/A	1
14-0088	Guest Chair	N/A	1
13-0861	Guest Chair	N/A	1
14-0090	Guest Chair	N/A	1
17238	Guest Chair	N/A	1
27407	Guest Chair	N/A	1
14-0091	Guest Chair	N/A	1
13-0499	Guest Chair	N/A	1
13-0905	Guest Chair	N/A	1
14-0092	Black Leather Guest Chair	N/A	1
15213	Fabric Guest Chair	N/A	1
144	Leather Chair	N/A	1

13-0846	Office Chair	N/A	1
13-0843	Office Chair	N/A	1
13-0862	Green Stackable Chair	N/A	2
13-0863	Green Stackable Chair	N/A	2
13-0864	Green Stackable Chair	N/A	2
13-0865	Green Stackable Chair	N/A	2
13-0694	Dark Green Stackable Chair (3)	N/A	2
13-0902	Dark Brown Stackable Chair (9)	N/A	2
13-0853	Green Stackable Chair	N/A	2
13-0848	Grey Stackable Chair	N/A	2
13-0849	Grey Stackable Chair	N/A	2
13-0693	Blue Stackable Chair (5)	N/A	2
13-0901	Maroon Stackable Chair (4)	N/A	2
13-0903	Brown Wooden Chair (3)	N/A	2
13-0815	Grey Stackable Chair	N/A	2
13-0833	Grey Stackable Chair	N/A	2
13-0802	Orange Chair	N/A	2
H-2514	Office Chair	N/A	2
13-0644	Office Chair	N/A	2
2746	Guest Chair	N/A	2
14-0093	Brown Guest Chair	N/A	2
AA001154	Office Chair	N/A	2
13-0277	Office Chair	N/A	2
13-0220	Office Chair	N/A	2
13-0509	Office Chair	N/A	2
H-2383	Office Chair	N/A	2
H-1054	Office Chair	N/A	2
14-0094	Office Chair	N/A	2
14-0095	Blue Office Chair	N/A	2
13-0711	Teal Broken Chair	N/A	2
13-0706	Office Chair	N/A	2
13-0234	Office Chair	N/A	2
AA001085	Office Chair	N/A	2
AA001088	Office Chair	N/A	2
14-0096	Office Chair	N/A	2
13-0790	Guest Chair	N/A	2
11-0898	Guest Chair	N/A	2
13-0642	Stackable Chair (3)	N/A	2
10341	Guest Chair	N/A	2
T-1244	Black Guest Chair	N/A	2
29440	Executive Office Chair	N/A	2
35352	Office Chair	N/A	2
13-0639	Exectuvie Office Chair	N/A	2
13-0792	Office CHair	N/A	2
13-0226	Office Chair	N/A	2
H-2407	Office Chair	N/A	2

13-0791	Office Chair	N/A	2
13-0191	Office Chair	N/A	2
13-0222	Office Chair	N/A	2
13-0261	Office Chair	N/A	2
13-0223	Office Chair	N/A	2
13-0515	Black Leather Chair	N/A	2
13-0910	Office Chair	N/A	2
13-0230	Office Chair	N/A	2
13-0795	Guest Chair	N/A	2
13-0233	Office Chair	N/A	2
13-0796	Guest Chair	N/A	2
27959	Guest Chair	N/A	2
13-0228	Office Chair	N/A	2
H-2930	Office Chair	N/A	2
13-0793	Office Chair	N/A	2
22915	Guest Chair	N/A	2
14-0097	Office Chair	N/A	2
13-0911	Folding Tables	N/A	2
13-0904	Folding Chairs	N/A	2
13-0889	Retro Chair	N/A	2
AD-410-107	Retro Chair	N/A	2
13-0890	Retro Chair	N/A	2
13-0892	Retro Chair	N/A	2
13-0888	Retro Chair	N/A	2
AD-410-106	Retro Chair	N/A	2
13-0891	Retro Chair	N/A	2
35362	WorkStation	N/A	3
35363	WorkStation	N/A	3
14-0120	Piece of Wood	N/A	3
35359	Workstation	N/A	3
35364	Workstation	N/A	3
35361	WorkStation	N/A	3
13-0359	Brown Shelf	N/A	3
13-0373	Grey Shelf 6 Module/Desk Drawers	N/A	3
13-0364	White Shelf	N/A	3
14-0136	Brown Table	N/A	3
13-0308	Canon Copier NP6551	S0257228	3
13-0375	Grey Shelf Metal Cabinet	N/A	3
13-0374	Grey Shelf 2 Desk Drawers	N/A	3
13-0866	Coark Board	N/A	3
13-0374	Grey Cabinet 2 Drawers	N/A	3
13-0338	SunBeam Water Cooler	N/A	3
13-0325	Ben-Q Monitor	21200354TC1B61T	3
13-0326	Ben-Q Monitor	21200110TC1B61T	3
42676	Dell Monitor	CN-0U4931-46633-470-4GYS	3
13-0319	Ben-Q Monitor	21200823TC1B61T	3

13-0337	Tatung Small Gridge	73066358	3
13-0309	Hole Puncher	N/A	3
31507	GBC Shredder	JG62182	3
13-0340	HP LaserJet 2500L	CN-B0B03606	3
13-0342	Canon Laser Class L9000	UYS40429	3
35350	Red Fabric Chair	N/A	3
13-0262	Fabric Office Chair	N/A	3
13-0832	Black Plastic Metal Chair	N/A	3
13-0225	Red Fabric Chair	N/A	3
13-0352	Metal 2 Drawer Box	N/A	3
13-0237	Black Leather Guest Chair	N/A	3
13-0347	Lex-Mark Printer X8350	3310220783	3
13-0498	Black Guest Chair	N/A	3
11-0896	Green Guest Chair	N/A	3
ME001291	Black Leather Chair	N/A	3
13-0219	Red Fabric Chair	N/A	3
13-0643	Red Fabric Chair	N/A	3
13-0492	Black Stool	N/A	3
H2429	Red Fabric Chair	N/A	3
H-1417	Green Fabric Guest Chair	N/A	3
13-0190	Black Fabric Rolling Chair	N/A	3
13-0510	Red Fabric Chair	N/A	3
13-0886	Black Guest Chair	N/A	3
13-0231	Black Rolling Chair	N/A	3
ME001053	Red Rolling Chair	N/A	3
H2872	Fabric Rolling Chair	N/A	3
35355	Red Fabric Rolling Chair	N/A	3
H-2384	Red Rolling Chair	N/A	3
13-0224	Red Fabric Rolling Chair	N/A	3
13-0229	Red Guest Chair	N/A	3
H-2387	Red Fabric Chair	N/A	3
T-1245	Black Guest Chair	N/A	3
13-0512	Black Guest Chairs (2)	N/A	3
13-0803	Orange Kids Chair	N/A	3
13-0513	Black Guest Chair	N/A	3
13-0511	Guest Chairs	N/A	3
H-1154	Tan Guest Chair	N/A	3
ME001390	Plus Board DF-030SPP	0080635	3
13-0834	Guest Chair Burgandy	N/A	3
13-0282	Box of Misc. Supplies	N/A	4
13-0283	Box of Misc. Supplies	N/A	4
46394	HP Printer 4250N	CNGXC73998	4
13-0265	Media Cabinet	N/A	4
13-0245	Wire Shelf Cabinet/ Map Organizer	N/A	4
13-0264	Desk	N/A	4
40567	Black Computer	N/A	4

13-0258	Laserjet 5N HP	USLC004169	4
13-0260	NEC MultiSync Monitor	1100615EA	4
13-0253	HP LaserJet 5L	USCB509995	4
13-0259	Toshiba VHS Player	3154224	4
13-0252	HP Printer Business Inkjet 11100	CN4A22202R	4
13-0249	Self Test Software	N/A	4
45826	Toshiba E Studio 351C Copier	3154224	4
44138	Primo 3900 Shredder	250126172	4
34293	HP Laserjet 1100	USGN056949	4
13-0263	Broken Fan	N/A	4
13-0257	Box of Ram Memory	N/A	4
13-0254	View Sonic Monitor	26F054901635	4
13-0256	Box of Computer Parts	N/A	4
30458	Pro Image XL Poster Printer	61200183	4
13-0323	Ben-Q Monitor	21200336TC1B61T	4
43564	Planner Monitor	A593401A0121K0584	4
42678	Dell Monitor	CN-OW4931-46633-470-4GWS	4
13-0318	View Sonic Monitor	G2G021700426	4
13-0317	Dell Keyboard	CN-OW7658-37172-61K-OGD1	4
13-0315	Dell Keyboard	CN-OW7658-37172-61K-OFTS	4
13-0313	Ben-Q Monitor	2120083TC1B61T	4
4913	4 Drawer Filling Cabinet	N/A	4
42652	HP Office Jet 7110	NY3CAF1146	4
13-0329	Martin Yale Jogger	26245	4
13-0343	Canon Laser Class L 9000	UYS59754	4
13-0341	Canon Copier 9000L	UYS47790	4
13-0339	HP 7200 Printer	789355200634	4
13-0906	Max Meat Slicer	S01AA39	4
13-0908	Salvajur Dispenser	45738	4
13-0907	Meat Processor	P016313	4
13-0915	Oven	N/A	4
13-0914	Oven	N/A	4
18075	5 Drawer Filling Cabinet	N/A	4
24361	4 Drawer Filling Cabinet	N/A	4
23702	4 Drawer Filling Cabinet	N/A	4
13-0918	4 Drawer Filling Cabinet	N/A	4
24021	Little Broken Desk Workstation	N/A	4
23730	Desk	N/A	4
36807	Desk	N/A	4
29667	Sony Time Lapse Recorder	0018346B5	5
13-0837	Panasonic VCR	I9TA00430	5
37132	3M Projector 2000	1078228	5
34965	Linksys Stack Pro	006000075	5
13-0925	Dish Network Reciever	RXEDAN15052E	5
13-0929	Smartpro Power Supply	9747ALCSM628401565	5
13-0926	Baracudda Firewall	BAR-SF-121569	5

13-1104	Box of Misc. Supplies	N/A	5
AD-099-192	Box of Cartidrges	N/A	5
13-1105	Box of Supplies and Phones	N/A	5
AD-098-67	Box of Keyboards	N/A	5
AD-097-31	Box of Phone Supplies	N/A	5
13-1141	HP Printer C4567A	MY65K1T0DH	5
40882	Sony Camcorder	50282	5
45848	Xerox WorkCenter	PDE-120877	5
14-0132	Canon Copier F157000	GSS11175	5
40883	Sony Camcorder	51255	5
36732	Dell Latitude C600	B6YLX01	5
13-0545	Box of Caculators	N/A	5
13-0928	APC Battery Backup	AB0237320942	5
13-1103	Xerox Documate 152	710CN5C7300274EU	5
41814	HP Laserjet 5500N	JPGR001066	5
13-0836	Panasonic DVR	99A02793	5
13-1101	Dell Photo Printer 924	FJWP681	5
13-1102	Dell Photo Printer 924	CNN16B61	5
13-1095	HP Laserjet 4100N	USJNH03253	5
30454	HP Laserjet 5	USHB003544	5
30729	HP Laserjet 5	USKB030027	5
32464	HP LaserJet 4000	USEK064646	5
13-0839	HP Officejet 7110	SG31NB20H4	5
13-1099	HP Laserjet 4240N	CNGXF73630	5
42047	HP Laserjet 4200N	USDNP22368	5
31755	Lexmark Typewriter	11BXL39	5
54875	Brother InteliFax 4750E	U60283H1J301989	5
12-1024	HP Deskjet 812C	CN9CH1R05K	5
13-0520	FELLOW SHREDDER SB-85C	CRC32195	5
15524	IBM Typewriter	1342139	5
13-0924	DTV Reciever	E366BF3ZY	5
13-0703	Brother ML300	F7K356456	5
41885	Amptron Monitor	1123AJA036851	5
41884	Amptron Monitor	1123AJA037107	5
12-1288	Amptron Monitor	N5CA99H168481	5
12-1060	DELL MONITOR	CN0M16094683341F04TL	5
13-1168	Multi-Cart	N/A	5
13-1100	Brother IntelliFax 1270E	UG0302D3K141490	5
40970	Gigabyte Computer	N/A	5
40097	Dell Otiplex GX260	H3QM821	5
12-1021	Sony ViAO	3000109	5
13-0399	DELL OPTIPLEX GX270	FVXGH41	5
40969	Gigabyte Computer	N/A	5
12-0557	Dell Dimension XP5T450	ZYPEV	5
ME000041	Dell Optiplex GX260	BRBDJ21	5
ME000058	Dell Optiplex GX260	JWW2Y21	5
12-0555	Dell Dimension 400	1ZV4B01	5

ME000064	Dell Optiplex GX270	CC6BG31	5
49390	HP Compaq DC7900	MXL9331L62	5
40739	Dell Optiplex GX60	263FM21	5
43419	Dell Optiplex GX280	57VVV61	5
44125	MPC Client Pro 345	3827340-0001	5
12-0553	Dell Optiplex GX1P	25M50	5
43408	Dell Optiplex GX280	4MVVZ61	5
12-0556	Dell Dimension XP5T450	2YQE7	5
38443	Dell Optiplex GX240	3FM6M11	5
12-0554	Dell Dimension XP5T450	2YPUZ	5
12-0512	Dell Optiplex GX280	7Q79M51	5
42788	HP Compaq DC5000	MXL443027N	5
ME000079	Dell Optiplex GX270	DH99P31	5
43407	Dell Optiplex GX280	SMVZ61	5
41875	Dell Optiplex GX270	3BG3V31	5
43087	Dell Optiplex SX280	2NLZ861	5
41340	Dell Optiplex GX270	9MSTM31	5
12-0511	Compaq Presario	9106DTYZN179	5
36727	Dell Optiplex GX400	7W2ZX01	5
41435	Dell Optiplex GX270	CLS0Q31	5
44557	MPC Client Pro 345	3920518-0001	5
44275	Dell Optiplex GX280	DTC2J71	5
38444	Dell Optiplex GX240	SFM6M11	5
40066	Eureka SD-4925-UW	A4925093UW00279	5
41223	Multiwave BenQ56X	042621	5
12-1287	Eureka 4925W	A4925023W40025	5
43128	MPC Client Pro 345	3874885-0001	5
40067	Eureka SD-4925-UW	A4925013UW00094	5
48661	Dell Latitude D3830	HSWNPH1	5
40680	HP Workstation X4000	A8111A	5
12-1020	Dell Optiplex 2400	7JM9W31	5
11-1251	Belkin Battery Backup	32041605107WE	5
45782	DELL LATITUDE 610	795MKB1	5
41730	Eureka N35B58	PZXN35B5832109690	5
44486	Dell Precision 380	5C9X581	5
42784	HP Compaq DC5000	MXL44302DD	5
12-0565	Dell Optiplex GX1	5Q0Z1	5
43689	Dell Latitude D810	5DQBV71	5
39762	Dell Latitude C640	5DG7221	5
43015	Dell Optiplex SX280	7KP5F61	5
13-1096	Quad Splitter	951101142	5
13-0478	Brother IntelliFax 4100	U60298G5J301502	5
13-0927	HP Scanner 4300C	MD03MB12WZ	5
AD0410-104	LE-Febyre	20088	5
13-0548	HP Laserjet 1320	CNDC52730S	5
13-0544	Brother Intelifax 2820	U61325CJ309954	5
13-0470	HP Deskjet 5650	MY44G4M422	5

46500	Compaq Presario	6D17JCZZP049	5
45849	HP Laserjet 4100N	JPLGC27458	5
12-0769	Gateway 400SD4	0029396608	5
37509	Dell Inspiron	6N58211	5
41421	Dell Inspiron 5100	D8J5Z21	5
ME001434	HP Deskjet 940C	CH2381D4F0	5
41692	Sony ViAO	3000027	5
37910	Brother Fax	U56575M1J838637	5
56024	Hp Laserjet 5P	USHB056978	5
29661	RQS-2 QUAD SPLITTER	1408005	5
29664	Quad Splitter	1408007335	5
13-1140	HP Deskjet 520	US4Y81G188	5
29663	Quad Splitter	1408005263	5
29665	Auto Switcher	9505006419	5
50-121	HP Deskjet 5650	MY43G4P1JH	5
29666	Auto Splitter	9505006420	5
29662	Quad Splitter	1408005261	5
AA001534	Canon Image Runner 5000	MPL79044	5
AA001382	Canon Image Runner 5000	MPL59520	5
AA001337	Radio Shack PA System	594696	5
AA001549	Canon Image Runner 6000	NSN21136	5
AA001381	Canon Image Runner 5000	MPL55678	5
C-6251-97-G	Mitsubishi Television	20SX163799	6
13-1057	(2) Computer Stand Cart	N/A	6
13-1055	Cisco Servicer	WS-C2948G	6
13-1056	Netgear Wireless Router	15S3587N0821C	6
13-1098	Dell 1720 Printer	9CP98D1	6
C-0074-13-F	(7) Misc. Items	N/A	6
38825	Optiplex GX260t CPU Tower	3WPTZ11	6
38829	Optiplex GX260t CPU Tower	GWPTZ11	6
44482	Dell Precision 380 CPU Tower	4C9XS81	6
44484	Dell Precision 380 CPU Tower	2C9XS81	6
44486	Dell Precision 380 CPU Tower	5C9X581	6
46800	Dell OptiPlex 745	BZLQ1D1	6
46802	Dell OptiPlex 745	4ZLQIDI	6
46803	Dell OptiPlex 745	5ZLQ1D1	6
13-1058	Canon Mobile Printer	HFKA22608	6
13-1059	Canon Mobile Printer	HFKA22631	6
C-2355-13-A	2007 Terex TXC255LC Excabator	DHKHEXD0L50030026	
C-2992-13-A	1999 Chevrolet Truck	2GCEC19T3X1210221	
C-2992-13-A	1993 Chevrolet Truck	2GCEC19K5P1107020	
C-2349-13-B	2004 Dodge Neon	1B3ES56C24D601344	
C-2354-13-I	1995 Timpte Trailer	1TDL50329SB086556	
C-5521-13-G	2000 Ford Taurus	1FAFP53U7YG148687	
C-3286-12-I	2005 Freightliner Tractor	IFUJA6CK75LN39666	

C-3286-12-I	2001 Great Dane Trailer	1GRAA06281B060811
C-3286-12-I	1999 Dorsey Trailer	1DTV61524XA268176
C-3286-12-I	1999 Utility Trailer	1UYVS2531XU836306
C-3286-12-I	1994 Utility Trailer	1UYVS2532RU053126
C-2860-12-A	1984 Cessna Fixed Wing Aircraft	172RG1164
TF# 2013-0060	1998 GMC Sierra	2GTEC19R1W1508317
C-3270-12-1	1997 GMC YUKON	1GKEK13R9VJ740295
C-3613-12-D	1995 Ford F-350 Truck	1FDHF37H4SEA75879
C-1161-13-F	2008 Jeep Liberty	1J8GN28K18W215454
C-4604-13-C	1997 Dodge Ram Truck	1B7HF13Y9VJ547276
C-3805-12-B	2006 Jeep Grand Cherokee	1J8HR58N56C300431
25649	1983 GMC Water Truck	4V2JCBBE5PR819380
32963	1998 Fiat Allias FG85 Motorgrader	89C0000466
32061	1998 Hyster C350AD-8-10 Ton Roller	A89C1757N
13155	1983 John Deere Backhoe	381499T
42460	2004 Viking Brush Loader	1049-04
33989	2000 Crown Victoria	2FAFP71W3YX113655
C-2032-13-A	2004 Silver Cadillac Escalade	3GYEKN44G209006
C-2074-13-J	2000 Blue Cadillac Deville	1G6KD54Y8YU339865
C-2074-13-J	2001 White Chevy Suburban	3GNEC16T81G287130
C-3042-12-I	1998 Ford Expedition	1FMRU18W4WLC42853
C-3042-12-I	1994 Jeep Cherokee	1J4FT68S3RL189484
C-2952-12-B	1991 Chevy Truck	1GCDC14Z7MZ159638
C-3209-12-G	1994 Chevy Truck	1GCHK39F3RE216320
C-0728-13-B	2002 Chevy Truck	1GCGC13U82F227561
C-3876-12-G	1997 Dodge 1500 Truck	1B7HF13Z8VJ625314
C-3876-12-G	1997 GMC Truck	1GTEC19R3VE508929
C-4091-12-B	2010 Home Made Trailer	DN#10830741141092009
C-2792-12-H	1999 Ford E350 Van	1FBNE31L8XHC14154
C-0742-13-E	1999 Chevy Silverado Truck	2GCEK19T9X1175123
C-0112-13-F	1999 VW Beetle White	3VWCC21C7XM402854
C-2459-13-F	2000 Ford Expedition Gold	1FMRU15L8YLA89519
C-2454-13-G	1996 Chevy Dully Truck	1GCHC39J6TE179417
C-2613-13-C	1997 Ford F-250	1FTHX25G2VEB91219
C-1686-13-G	2000 Ford Focus Red	1FAFP3431YW293417
C-2458-13-C	1998 Chevy C15 Truck	IGCEK19R6WE108934

AI-43096 **Purchasing Department 19. A. 2.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Hon, Lupe Trevino, HC Sheriff **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to modify the current agreement between Hidalgo County (S/O) and South Texas Communications, Inc. (#C-10-272-02-08) to reflect the insertion of a "cost of parts grid" provided from vendor and titled Exhibit B-1 (and attached herein) so as to facilitate the auditing of those invoices or balances due (if short paid) which have not been processed for payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Sheriff's Office-Various Accounts
All outstanding invoices for balances due (if short paid) have POs.

Attachments

backup
Exhibit B-1
EMAIL FROM S.O.
Amendment-STC-C-10-272-02-08
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/21/2014 02:31 PM
Budget & Management	Debbie Tamez	02/21/2014 02:33 PM
Glinda Pacheco	Glinda Pacheco	02/21/2014 04:09 PM
Auditor's Office	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Marty Salazar Started On: 02/07/2014 02:28 PM

Final Approval Date: 02/21/2014

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Re: AUDIT FOR HIDALGO COUNTY

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Feb 06, 2014 05:10 PM
Subject : Re: AUDIT FOR HIDALGO COUNTY
To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

ok! I will create an agenda item (if I can since I have ipad only and try to get on for Tuesday.
Marty

Sent from my iPad

On Feb 6, 2014, at 3:51 PM, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us> wrote:

> Ms. Marty,
> Per my conversation with Elizabeth Cano, the contract for South Tx Communication needs to be amended with the attach pricing list for parts. As soon as the amendment is approved thru Comm. Court. they will process payments.

> **From:** "JAMES EWING" <JLEWING1@stcradios.com>
> **To:** "RICHARD OZUNA" <RICHARD.OZUNA@HIDALGOSO.ORG>, "Myra Montoya" <myra.montoya@hidalgoso.org>
> **Cc:** "letticia saenz" <letticia.saenz@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "SID BASALDUA" <SIDB@stcradios.com>
> **Sent:** Friday, October 11, 2013 4:02:35 PM
> **Subject:** FW: AUDIT FOR HIDALGO COUNTY
>
> Good afternoon.
>
> Attached you will find our final reconciliation for the parts purchases provided for the Hidalgo County Sheriff's Department this year. Each time you have asked us to revisit this subject, we have complied.
>
> 1. STC is trying to comply with these request.
> 2. The Sheriff's office is trying to comply with these request.

3. The Purchasing and Contracting Office is trying to comply with these request.

4. The Auditor's Office has not approved our invoices.

5. STC has met our contractual obligations.

6. STC has spent in excess of $2000 additional dollars and more than 20 phone calls related to this subject and will be invoicing the County for these efforts.

Please consider this as our final request for payment for these outstanding invoices.

Regards,

James L. Ewing

South Texas Communications, Inc.
Office: 956-687-8591
Fax: 956-687-1735
Mobile: 956-457-9895
Email: jlewing1@stcradios.com

<image001.jpg>

<image002.jpg>

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Please consider the environment before printing this e-mail

And feel free to copy and paste this tag-line into your email signature too...

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Thank you,
Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

<HC SO PRICING FOR PARTS - 3.pdf>

HIDALGO COUNTY SHERIFF'S OFFICE
PARTS PRICING AUDIT

INVOICE#	PART #	DESCRIPTION	QTY	COST	MARKUP %	MARKUP PRICING	MARKUP TOTAL PRICE	INVOICE AMOUNT
53302	0182779C01	SMALL FUSE HOLDER	1	$ 3.94	12.75%	$ 0.50	$ 4.44	$ 4.17
53302	0984277B01	HOLDER LARGE FUSE	1	$ 3.78	12.75%	$ 0.48	$ 4.26	$ 6.00
53302	AE-5415	DISTRIBUTION BLOCK	1	$ 12.35	12.75%	$ 1.57	$ 13.92	$ 16.25
53302	AE-5710	STANDARD ATC FUSE 10 AMP	1	$ 0.39	12.75%	$ 0.05	$ 0.44	$ 0.37
53302	AE690	ROUND ROCKER SWITCH BLACK	1	$ 3.94	12.75%	$ 0.50	$ 4.44	$ 6.82
53302	AGU-40/10	40 AMP AGU TYPE FUSE	1	$ 1.05	12.75%	$ 0.13	$ 1.18	$ 1.38
53302	BR1000	BOSCH MINI GIANT RELAY	1	$ 3.23	12.75%	$ 0.41	$ 3.65	$ 5.48
53302	CG-X	CHARGE GUARD	1	$ 93.45	12.75%	$ 11.91	$ 105.36	$ 90.00
53302	CR101J12S215QF	SPDT CENTER OFF ROCKER SWITCH	1	$ 1.84	12.75%	$ 0.23	$ 2.07	$ 2.15
53397	02-0363171-000	CORNER STROBE ASSY.	1	$ 57.20	12.75%	$ 7.29	$ 64.50	$ 70.00
54018	STPK771	STRAP KIT	1	$ 68.16	12.75%	$ 8.69	$ 76.85	$ 74.00
54038	HMN1090A	STD PALM MICROPHONE (GCAI)	1	$ 53.30	12.75%	$ 6.80	$ 60.09	$ 93.40
54366	HKN4192B	MOBILE PWR CBL HI PWR 20'	1	$ 28.12	12.75%	$ 3.59	$ 31.70	$ 31.50
54366	SNBX	Mini Cluster Box	1	$ 2.72	12.75%	$ 0.35	$ 3.07	$ 3.05
54488	275-731	AUTOMOTIVE ROCKER SWITCH	1	$ 4.71	12.75%	$ 0.60	$ 5.32	$ 4.69
54488	HKN4191B	MOBILE PWR CBL HIPWR	1	$ 13.18	12.75%	$ 1.68	$ 14.86	$ 13.58
54488	PANDUIT	PANDUIT	1	$ 2.80	12.75%	$ 0.36	$ 3.16	$ 1.88
54489	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
54490	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
54509	275-731	AUTOMOTIVE ROCKER SWITCH	1	$ 4.71	12.75%	$ 0.60	$ 5.32	$ 4.69
54509	HKN4191B	MOBILE PWR CBL HIPWR	1	$ 13.18	12.75%	$ 1.68	$ 14.86	$ 13.58
54509	PANDUIT	PANDUIT	1	$ 2.80	12.75%	$ 0.36	$ 3.16	$ 1.88
54553	2750731	SPST 25A LED SWCH	1	$ 4.71	12.75%	$ 0.60	$ 5.32	$ 4.69
54553	HKN4191B	MOBILE PWR CBL HIPWR	1	$ 13.18	12.75%	$ 1.68	$ 14.86	$ 13.58
54553	PANDUIT	PANDUIT	1	$ 2.80	12.75%	$ 0.36	$ 3.16	$ 1.88
54580	2880376E84	MINI UHF MALE CONN	1	$ 2.42	12.75%	$ 0.31	$ 2.72	$ 2.64
54580	AE5603	MINI ATC FUSE 5 AMP	1	$ 1.37	12.75%	$ 0.17	$ 1.54	$ 1.76
54580	BR1000	BOSCH MINI GIANT RELAY	1	$ 3.23	12.75%	$ 0.41	$ 3.65	$ 4.38
54580	HAD4008	ANTENNA 1/4WAVE 152-162	1	$ 12.65	12.75%	$ 1.61	$ 14.27	$ 13.82
54594	275-731	AUTOMOTIVE ROCKER SWITCH	1	$ 4.71	12.75%	$ 0.60	$ 5.32	$ 4.69
54626	92.S795	HALOGEN BULB	1	$ 3.26	12.75%	$ 0.42	$ 3.67	$ 3.50
54635	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
54636	HAD4008	ANTENNA 1/4WAVE 152-162	1	$ 12.65	12.75%	$ 1.61	$ 14.27	$ 13.82
54637	275-731	AUTOMOTIVE ROCKER SWITCH	1	$ 4.71	12.75%	$ 0.60	$ 5.32	$ 4.69
54637	HKN4191B	MOBILE PWR CBL HIPWR	1	$ 13.18	12.75%	$ 1.68	$ 14.86	$ 13.58
54637	PANDUIT	PANDUIT	1	$ 2.80	12.75%	$ 0.36	$ 3.16	$ 1.88
54642	02-0363171-000	CORNER STROBE ASSY.	1	$ 57.20	12.75%	$ 7.29	$ 64.50	$ 61.76
54645	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63

HIDALGO COUNTY SHERIFF'S OFFICE
PARTS PRICING AUDIT

INVOICE#	PART #	DESCRIPTION	QTY	COST	MARKUP %	MARKUP PRICING	MARKUP TOTAL PRICE	INVOICE AMOUNT
54672	275-731	AUTOMOTIVE ROCKER SWITCH	1	$ 4.71	12.75%	$ 0.60	$ 5.32	$ 4.69
54672	HKN4191B	MOBILE PWR CBL HIPWR	1	$ 13.18	12.75%	$ 1.68	$ 14.86	$ 13.58
54672	PANDUIT	PANDUIT	1	$ 2.80	12.75%	$ 0.36	$ 3.16	$ 1.88
54674	HKN4191B	MOBILE PWR CBL HIPWR	1	$ 13.18	12.75%	$ 1.68	$ 14.86	$ 13.58
54676	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
54677	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
54727	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
54734	H27SN12	27W HALOGEN BULB	1	$ 11.55	12.75%	$ 1.47	$ 13.02	$ 12.70
54743	02-0363171-000	CORNER STROBE ASSY.	1	$ 57.20	12.75%	$ 7.29	$ 64.50	$ 62.89
54743	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 7.98
54785	0980372A88	TNC CRIMP CONNECTOR	1	$ 27.56	12.75%	$ 3.51	$ 31.08	$ 29.70
54797	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
54799	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
54799	H27SN12	27W HALOGEN BULB	1	$ 11.55	12.75%	$ 1.47	$ 13.02	$ 12.70
54843	02-0363171-000	CORNER STROBE ASSY.	1	$ 57.20	12.75%	$ 7.29	$ 64.50	$ 62.91
54885	H27SN12	27W HALOGEN BULB	1	$ 11.55	12.75%	$ 1.47	$ 13.02	$ 12.71
54919	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
54943	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
54995	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
54999	02-0363171-000	CORNER STROBE ASSY.	1	$ 57.20	12.75%	$ 7.29	$ 64.50	$ 62.91
54999	02-0363171-000	CORNER STROBE ASSY.	1	$ 57.20	12.75%	$ 7.29	$ 64.50	$ 62.91
55006	Z122290A	LV.SW.ASSY	1	$ 36.80	12.75%	$ 4.69	$ 41.49	$ 40.05
55007	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55025	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.50
55039	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55052	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55052	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55052	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55052	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55067	Z122290A	LV.SW.ASSY	1	$ 36.80	12.75%	$ 4.69	$ 41.49	$ 40.05
55092	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55125	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55126	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.50
55161	8536C1041A	KNOB	1	$ 6.30	12.75%	$ 0.80	$ 7.10	$ 5.30
55161	D601J13S215QA	ROCKER SWITCHES FOR WHELEN	1	$ 5.70	12.75%	$ 0.73	$ 6.43	$ 5.63
55161	Z122290A	LV.SW.ASSY	1	$ 36.80	12.75%	$ 4.69	$ 41.49	$ 40.05
55189	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58
55189	413201-05	FED SIGNAL CORNER STROBE HEAD	1	$ 25.52	12.75%	$ 3.25	$ 28.77	$ 28.58

HIDALGO COUNTY SHERIFF'S OFFICE
PARTS PRICING AUDIT

INVOICE#	PART #	DESCRIPTION	QTY	COST	MARKUP %	MARKUP PRICING	MARKUP TOTAL PRICE	INVOICE AMOUNT
55191	H27SN12	27W HALOGEN BULB	1	$ 11.55	12.75%	$ 1.47	$ 13.02	$ 12.71
							$1,637.09	**$1,621.58**

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

FW:

From : Myra Montoya <myra.montoya@hidalgoso.org> Thu, Feb 20, 2014 02:52 PM
Subject : FW: 3 attachments
To : 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>

Sandra,

The amount of $1,621.58 is what is owed to South Texas Communications for parts.

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, February 05, 2014 4:22 PM
To: 'Sandra Montalvo'
Subject:

Sandra,

After reviewing the attached spreadsheet from Mr. Ewing, these amounts are correct. You can provide that list to Marty.

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
Sent: Wednesday, February 05, 2014 2:42 PM
To: Myra Montoya
Subject: Re: AUDIT FOR HIDALGO COUNTY

Myra,
Do you have any other pending invoice

From: "JAMES EWING" <JLEWING1@stcradios.com>

To: "RICHARD OZUNA" <RICHARD.OZUNA@HIDALGOSO.ORG>, "Myra Montoya" <myra.montoya@hidalgoso.org>
Cc: "letticia saenz" <letticia.saenz@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "SID BASALDUA" <SIDB@stcradios.com>
Sent: Friday, October 11, 2013 4:02:35 PM
Subject: FW: AUDIT FOR HIDALGO COUNTY

Good afternoon.

Attached you will find our final reconciliation for the parts purchases provided for the Hidalgo County Sheriff's Department this year. Each time you have asked us to revisit this subject, we have complied.

1. STC is trying to comply with these request.
2. The Sheriff's office is trying to comply with these request.
3. The Purchasing and Contracting Office is trying to comply with these request.
4. The Auditor's Office has not approved our invoices.
5. STC has met our contractual obligations.
6. STC has spent in excess of $2000 additional dollars and more than 20 phone calls related to this subject and will be invoicing the County for these efforts.

Please consider this as our final request for payment for these outstanding invoices.

Regards,

James L. Ewing

South Texas Communications, Inc.
Office: 956-687-8591
Fax: 956-687-1735
Mobile: 956-457-9895
Email: jlewing1@stcradios.com

MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

This email and any files transmitted with it are confidential and intended solely for the use of

the individual or entity to which they are addressed. If you have received this email in error please notify the system manager. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.
Please consider the environment before printing this e-mail
And feel free to copy and paste this tag-line into your email signature too...

--
Thank you,

Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us



image001.jpg
4 KB



image002.jpg
4 KB

HC SO PRICING FOR PARTS - 3.pdf
152 KB

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT
(C-10-272-02-08)

This **AMENDMENT** to the service contract for **"Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)** for the **Hidalgo County Sheriff's Office** in connection to contract # **C-10-272-02-08,** dated February 8, 2011, by and between **HIDALGO COUNTY, TEXAS** ("County") and **SOUTH TEXAS COMMUNICATIONS, INC**. ("Company") is entered into between the parties effective this **25TH** day of **February, 2014.**

WHEREAS, Company and County entered into a Contract dated February 8, 2011, in which Company agreed to provide certain services for the purpose of **"Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)** for the **Hidalgo County Sheriff's Office** (the "Contract");

WHEREAS, Exhibit B-1-Parts Pricing List is added to the Contract as clarified by the Company, and County now desires to amend the Service Contract to insert such exhibit to the agreement;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Exhibit B-1- Pricing List to be added to the Contract as attached hereto and reflected as set forth below:

EXHIBIT B-1 – PARTS PRICING LIST

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

SOUTH TEXAS COMMUNICATIONS, INC.

By: _____
James L. Ewing, Vice President

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas,Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Amendment to Contract #C-10-272-02-08-South Texas Communications Inc-HCSO

From : Steve Crain <scrain@atlashall.com> Fri, Feb 21, 2014 03:31 PM

Subject : RE: Amendment to Contract #C-10-272-02-08-South Texas Communications Inc-HCSO 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The amendment is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, February 21, 2014 2:36 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar
Subject: Fwd: Amendment to Contract #C-10-272-02-08-South Texas Communications Inc-HCSO
Importance: High

Mr. Crain-

What it is, it's an draft **"amendment"** to Contract # C-10-272-02-08 for South Texas Communications, Inc., and not the extension part of it.

Can you please review the amendment and advise with your approval, as we need it for backup to Agenda item for next week's CC.

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

AI-43228 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **Work Authorization No. 3** in the amount of **($ 14,963.32)** submitted by L**&G ENGINEERING LABORATORY** contracted engineering firm for "professional laboratory services" or (On Call) “Geo Technical & Construction Materials Testing Services” for projects located within Hidalgo County Precinct #4, under Contract# C-13-220-08-13 - **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES) FOR: THE NEW SAN CARLOS (CRC) COMMUNITY RESOURCE CENTER** carried by, MATA-GARCIA ARCHITECTS & CONTRACTED CONSTRUCTION COMPANY - FOREMOST CONSTRUCTION).

BACKGROUND

WA#3-L&G Engineering Lab (CMT for: CRC San Carlos Project)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-419-40-124-123-0-720

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-43252.

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/20/2014 03:23 PM
Budget & Management	Debbie Tamez	02/20/2014 03:25 PM
Auditor's Office	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Letty Saenz Started On: 02/18/2014 03:38 PM

Final Approval Date: 02/21/2014

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-220-08-13
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for *"San Carlos Community Resource Center"* Project in Hidalgo County Precinct No. Four (4)**

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 **Engineer** is identified in ***EXHIBIT "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 **$14,963.32**. 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 Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. **4-1303-419-40-124-123-0-720**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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 Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

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 _____, 2014.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

***PROJECT**: "San Carlos Community Resource Center"* **Project In Hidalgo County Precinct No. Four (4)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the ***San Carlos Community Resource Center*** **Project In Hidalgo County Precinct No. Four (4)**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: ***"San Carlos Community Resource Center"*** **Project In Hidalgo County Precinct No. Four (4)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"San Carlos Community Resource Center"*** **Project In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: ***"San Carlos Community Resource Center"*** **Project In Hidalgo County Precinct No. Four (4)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-13-220-08-13.**

ATTACHMENT "D"
Cost Proposal

PROJECT: ***"San Carlos Community Resource Center"*** **Project In Hidalgo County Precinct No. Four (4)**

See Attached

Attachment "D"
L&G Engineering Laboratory, LLC
San Carlos Community Resource Center
Prepared for Hidalgo County Precinct No. 4

In-Situ Soils Testing-Laboratory-Building Subgrade					
Standard Proctor	2	Ea.	$202.78	$405.56	*Building Footprint*
Atterberg Limits of Soils	2	Ea.	$78.48	$156.96	*Approx. 9,000 SF*
Material Finer #200	2	Ea.	$65.49	$130.98	
Test Report	2	Ea.	$23.24	$46.48	
Technician (Soils)	6	Hr.	$47.14	$282.84	
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	
			Subtotal:	$1,074.82	
In-Situ Soils Testing-Field -Building Subgrade					
Field Density Test	12	Ea.	$23.56	$282.72	*Quantities*
Test Report	2	Ea.	$23.24	$46.48	*Based on 2*
Technician (Soils)	6	Hr.	$47.14	$282.84	*Visits to Project*
Mileage (Trip Charge)	200	Mi.	$0.52	$104.00	*To perform testing*
			Subtotal:	$716.04	
Select Fill Soils Testing / Slab - Laboratory					
Standard Proctor	2	Ea.	$202.78	$405.56	*Based on 2 Select Fill*
Atterberg Limits of Soils	4	Ea.	$78.48	$313.92	*Samples*
Material Finer #200	4	Ea.	$65.49	$261.96	*2 Additional Atterberg Limits &*
Technician (Soils)	8	Hr.	$47.14	$377.12	*Minus 200 for Field Verification*
Mileage (Trip Charge)	200	Mi.	$0.52	$104.00	*of Select Fill Materials*
Sieve Analysis	1	Ea.	$58.85	$58.85	
Test Report	4	Ea.	$23.24	$92.96	
			Subtotal:	$1,614.37	
Select Fill Soils Testing-Field Testing and Monitoring					
Field Density Test	40	Ea.	$23.56	$942.40	*Based on 10 - 6" Lifts*
Test Report	20	Ea.	$23.24	$464.80	*A Minimum of 4 Compaction*
Technician (Soils)	30	Hr.	$47.14	$1,414.20	*Test Per Lift or every*
Mileage (Trip Charge)	500	Mi.	$0.52	$260.00	*3000 Square Feet*
			Subtotal:	$3,081.40	
Concrete Placement - Floor Slabs-Main Building					
Air Content(Pressure Method)	4	Ea.	$23.51	$94.04	*Assuming*
Test Report	4	Ea.	$23.24	$92.96	*2 Placements*
Technician (Concrete)	8	Hr.	$60.18	$481.44	*for a total of 150 cy*
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	*1 set Every 150 as*
					per General Notes
					4 Cylinders to be
			Subtotal:	$720.44	*Tested for Compression*
Cyl. Spec. Prep, Hold, Cure	16	Ea.	$11.83	$189.28	
Comp. Str. Of Cyl. Specimen	16	Ea.	$15.68	$250.88	*at a Frequency of Two 7 Day*
Test Reports (7 and 28 day)	8	Ea.	$23.24	$185.92	*and Two 28 Day*
Technician (Concrete)	6	Hr.	$60.18	$361.08	
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	
			Subtotal:	$1,039.16	

Concrete Placement - Misc. Concrete -Sidewalks					
Air Content(Pressure Method)	2	Ea.	$23.51	$47.02	*Assuming*
Test Report	2	Ea.	$23.24	$46.48	*2 Placements*
Technician (Concrete)	4	Hr.	$60.18	$240.72	
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	
			Subtotal:	$386.22	
Cyl. Spec. Prep, Hold, Cure	8	Ea.	$11.83	$94.64	*Quantities based on*
Comp. Str. Of Cyl. Specimen	8	Ea.	$15.68	$125.44	*sample pickup an*
Test Reports (7 and 28 day)	4	Ea.	$23.24	$92.96	*deliver to*
Technician (Concrete)	6	Hr.	$60.18	$361.08	*laboratory for*
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	*Compression Testing*
			Subtotal:	$726.12	
Welding and Bolt Torque Inspection					
Engineering Specialist	9	Ea.	$117.75	$1,059.75	*Assuming 3 Visits*
Mileage (Trip Charge)	150	Mi.	$0.52	$78.00	*to perform*
Test Report	3	Ea.	$23.24	$69.72	*Welding and Bolt*
			Subtotal:	$1,207.47	*Torque Inspection*

Estimated Field and Laboratory Test Fees			**$10,566.04**
Engineering Specialist (Report Review)(Hr.)	**16**	**$117.75**	**$1,884.00**
Engineer-Principal (Report Review)(Hr.)	**16**	**$157.08**	**$2,513.28**
Estimated Materials Testing Total			**$14,963.32**

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

January 30, 2014

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: Work Authorization No. 3 – "*San Carlos Community Resource Center*" Project In Hidalgo County Precinct No. Four (4)

Dear Ms. Lucio:

L&G Engineering Laboratory, L.L.C. (L&G), is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 3
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B)
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L&G Engineering Laboratory, LLC appreciates the opportunity to submit Work Authorization No. 3 and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

PENDING CC APPROVAL

AI-43228 **Purchasing Department** **41. G. 0.**

CC REGULAR

Meeting Date: 03/04/2014

Submitted For: Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **Work Authorization No. 3** in the amount of **($ 14,963.32)** submitted by L**&G ENGINEERING LABORATORY** contracted engineering firm for "professional laboratory services" or (On Call) “Geo Technical & Construction Materials Testing Services” for projects located within Hidalgo County Precinct #4, under Contract# C-13-220-08-13 - **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES) FOR: THE NEW SAN CARLOS (CRC) COMMUNITY RESOURCE CENTER** carried by, MATA-GARCIA ARCHITECTS & CONTRACTED CONSTRUCTION COMPANY - FOREMOST CONSTRUCTION).

BACKGROUND

WA#3-L&G Engineering Lab (CMT for: CRC San Carlos Project)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-419-40-124-123-0-720

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

BUDGETARY IMPACT:

Attachments

WA#3 - L&G Eng Lab (CMT Svcs) CRC in San Carlos Proj-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Letty Saenz Started On: 02/18/2014 03:38 PM

AI-43232 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 08:22 AM
Auditor's Office	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/18/2014

Final Approval Date: 02/21/2014

AI-43256 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 04:49 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Angela Garcia Started On: 02/19/2014

Final Approval Date: 02/21/2014

AI-43297 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Rodriguez, et al v. Hidalgo County & Sheriff

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 10:57 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/21/2014 10:15 AM

Final Approval Date: 02/21/2014

AI-43275 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 03:50 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 03:05 PM

Final Approval Date: 02/21/2014

AI-43283 **Closed Session 21. G.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Angelica Zavala

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:43 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 04:21 PM

Final Approval Date: 02/21/2014

AI-43285 **Closed Session 21. H.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Martin Cleto and Reyes Cleto

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:43 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 04:24 PM

Final Approval Date: 02/21/2014

AI-43231 **Open Session 22. C.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 08:21 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/18/2014

Final Approval Date: 02/21/2014

AI-43257 **Open Session 22. D.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/19/2014 04:49 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Angela Garcia Started On: 02/19/2014

Final Approval Date: 02/21/2014

AI-43298 **Open Session 22. E.**

CC REGULAR

Meeting Date: 02/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Rodriguez, et al v. Hidalgo County & Sheriff

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 10:57 AM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Monica Badillo Started On: 02/21/2014 10:17 AM

Final Approval Date: 02/21/2014

AI-43276 **Open Session 22. F.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 03:50 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 03:07 PM

Final Approval Date: 02/21/2014

AI-43284 **Open Session 22. G.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Angelica Zavala

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:43 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 04:22 PM

Final Approval Date: 02/21/2014

AI-43286 **Open Session 22. H.**

CC REGULAR

Meeting Date: 02/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Subrogation Claim Against Martin Cleto and Reyes Cleto

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 04:44 PM
Purchasing Department	Monica Badillo	02/21/2014 04:30 PM

Form Started By: Aida Alvarez Started On: 02/20/2014 04:26 PM

Final Approval Date: 02/21/2014