

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 19, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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-54237 Proclamation in honor of Juror Appreciation Week, May 2-6, 2016.

B. AI-54236 Discussion and approval of the Economic Development Program Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA).

C. AI-54245 Presentation of the La Joya ISD Police Department First Offender Program

6. **Constables:**

A. AI-53938 Constable Pct.#1:
Presentation and discussion of the 2015 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 1 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

7. **Sheriff's Office:**

A. AI-54248 Operation Stonegarden (1284):
1. Authorization and approval to de-obligate $30,000.00 from Sheriff's Office Operation Stonegarden 2014 overtime funds to allocate to Mission Police Department.

2. Authorization and approval to de-obligate $30,000.00 from Sheriff's Office Operation Stonegarden 2014 overtime funds to allocate to Pharr Police Department.

B. AI-54109 1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2014 Supplemental award of $400,000.00 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to pay Overtime reimburseable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor of the FY 2014 Operation Stonegarden Supplemental.
4. Approval to appropriate the budget for the Sheriff’s Office FY2014 supplemental in the amount of

$370,000.00.
5. Approval to appropriate the budget for the City of Edinburg FY 2014 supplemental in the amount of $30,000.00.

8. **Executive Office:**

A. AI-54224 Status update regarding Indigent Defense Grant Funding

B. AI-54195 Approval of Resolution in support of Galveston County Commissioners Court in the matter of The Hon. Lonnie Cox v. The Hon. Mark Henry, Cause No. 15CV0583, Galveston County

C. AI-54257 Colonia Access Program:
Discussion and possible action for approval of Funding Agreement for Border Colonia Access Program Amendment No. 10, Third Call for the following:
1.) The Amendment will approve the transfer of funds previously awarded to Hidalgo County for use on alternative eligible County colonia projects and authorizes the use of available funds to cover excess costs on certain projects;
2.) Possible approval of extension (date to be determined).
3.) Approval for County Judge to sign Funding Agreement for Border Colonia Access Program Amendment No. 10.

D. AI-54076 United Blood Services has requested approval to host blood drives on Monday, May 9 and Wednesday, Nov. 30 at the County Courthouse, 100 N. Closner Blvd. in Edinburg and on Wednesday, Aug. 3 at the Administration Building, 2802 S. Bus. 281 in Edinburg. The Blood Mobile will be on site from 10:30 a.m. to 2:30 p.m. on the dates approved for the blood drive.

E. AI-54176 Approval to accept settlement check from Federal Express in the amount of $1,691.70 to settle auto accident claim with County vehicle. (Sheriff Office)

9. **Human Resources:**

A. AI-54223 Discussion, consideration, and approval to implement a "Third Year Bar Card" program in the Public Defender's Office, in accordance with rules and regulations governing the participation of qualified third year law students in the representation of public defender cases in Hidalgo County. The law student will perform under the supervision of a licensed public defender, as per the requirement of temporary trial card rules and provisions issued by the Bench and Bar of the State of Texas.

B. AI-54159 Sheriff's Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel action, effective next full pay period, 05/02/16:

Action	Dept/Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	280-001	0412	Administrative Assistant I	$24,810.00	($24,810.00)
Create	280-001	0424	Technician I	$0.00	$24,810.00

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. AI-54226 PCT 4 Road Maintenance (1200):
1. Discussion, consideration, and approval of the following personnel actions effective, next pay period:

Action	Dept/Prog	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0046	Equipment Operator I	$23,705.00	$0.00
Delete	124-007	0035	Equipment Operator II	$25,258.00	$0.00
Delete	124-007	0047	Equipment Operator II	$23,705.00	$0.00
Create	124-007	0082	Coordinator II	$0.00	$42,521.00
Create	124-007	0083	Equipment Operator II	$0.00	$30,147.00

2. Approval to revise the salary schedule in accordance with Commissioners' Court action.

10. **HIDTA - Task Force:**

A. AI-54231 HIDTA Other Shrg (1251):
Approval of 2016 appropriation of funds for HIDTA Other Shrg in the amount of $650,000.00 for aid to government agencies.

11. **Health & Human Services Department:**

A. AI-54256 Approval of letter of support for the BCFS Health and Human Services "Re-Entry Community Linkages" Grant.

B. **Health Care Funding District:**

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

C. **Indigent Health Care Program:**

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

2. AI-54165 Approval to sign Certification of Contract between Private, non-profit hospital and State/Local Government to provide health care services to low income individuals.

12. **Adult Probation:**

A. AI-53906 Hidalgo County Substance Abuse Treatment Facility CJD Grant #2928001 (RSAT)
Ratify budget adjustment submitted and approved by CJD to extend end date for grant from 6/30/16 to 9/30/16

13. **IT Department:**

A. AI-54190 A. Authorization and approval for the use of the County's Justice Court Technology Fund for the purchase of equipment, software, maintenance and support services for the County Constable offices as an extension of their role in supporting the offices of the Justice of the Peace and any other future related services.

B. Requesting authority to purchase the following hardware:
1. (5) Panasonic Toughpad FZ-G1
2. (20) Panasonic Toughbook CF 53 Elite
In the total amount of $51,767.60 thru Requisition 294071 through our membership/participation with TCPN R5106, to suit Hidalgo County Constables Pct. 1, 2, 3 and 4.

14. **Elections Administration:**

A. Discussion and/or action, including but not limited to Elections updates

B. AI-54093 Approval of Full Contract for Election Services between Hidalgo County and the City of Elsa for their election to be held on May 7, 2016.

15. **Head Start Program:**

A. AI-54122 Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and La Joya Independent School District

16. **Precinct #2 - Comm. Cantu:**

A. AI-54242 Pct 2 Rd. Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 2 Rd Maint in the amount of $287,414.30 to fund project expenditures.

17. **Budget & Management:**

A. AI-54227 Sheriff's Office/Constable Pct. 1 - 4 (1100):
Approval of the revised salary schedule, as approved by Commissioners Court on 01/19/16 (AI-53024), effective 04/04/16.

B. **Budget Appropriations:**

1. AI-54230 Pct 1 Road Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 1 Road Maintenance (program 005) in the amount of $194,517.36 to fund various operating expenditures.

2. AI-54213 Pct. 1 Road & Bridge (1200):
A. Approval of certification of revenues by County Auditor, for 1/3 paving revenues received from J & DMC Properties, LLC (developer Jack McClleland) in relation to the Norene Dr. road improvement project (Vista Ridge Acres Ph 5).
B. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of $84,663.47 to fund road maintenance expenditures.

3. AI-54157 Pct. 1 Road & Bridge (1200):
A. Approval of certification of revenues, as certified by the County Auditor, for insurance settlement proceeds.
B. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of $9,622.67 to fund repair & maintenance services for vehicle involved in accident.

4. AI-54232 Pct 3 Rd. Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 3 Road Maintenance (program 005) in the amount of $379,528.80 to fund various operating expenditures.

5. AI-54198 Justice Court Tech (1242):
Approval of 2016 appropriation of funds in the amount of $30,290.84 for the purchase of technological equipment for the JP offices.

Purchasing Department:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY
18. **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-54249 Requesting authority to advertise for sealed Request for Proposals [with Qualifications] including approval of the procurment packet along with the drafted and developed [through collaboration between Health Dept., Purchasing & Pct. input] Exhibit "A"-Scope of Services/Requirements for: Hidalgo County-Professional Consulting Services Related to the Possible Creation of a Health and/or Hospital District.

2. AI-54118 A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality [draft rental agreements missing in bid response], as it is in the best interest of HC to do so;
B. Presentation of bids received for the purpose of award with approval of individual rental agreement forms for multiple vendors submitting the lowest and best bids for: Rental of Heavy Equipment County Wide and subject to compliance with HB1295 and/or HB23 when and if applicable;

3. AI-54168 A. Requesting authority to advertise and approve to auction Abandoned and Unclaimed Items on Auction List #37 as set forth under Texas Code of Criminal Procedure Article 18.17, as detailed on Exhibit "A" attached hereto;
B. Requesting authority to advertise for Abandoned and Unclaimed Items [Palmview Police Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "B" attached hereto;
C. Requesting authority to advertise for Abandoned and Unclaimed Items [La Joya ISD Police Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "C" attached hereto.

4. AI-54254 A. Presentation of Hidalgo County's approved current pool of Engineers for HCCC nomination of at least three (3) firms specializing in the Civil Discipline for the purpose of following the selection protocol [nominate, select grading committee, present scoring grid to rank, authorize negotiation for eventual engagement] in connection with Off-Site Services necessary for a New Hidalgo County Courthouse Project Development including, but not limited to, the following: Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geo-Technical/Construction Materials Testing, Right-of-Way Acquisition Services, PS&E [Plans-Schematics & Estimates] Designs and Construction Inspection Services for the Roadway and Drainage Improvements associated with the Business 281/SH 107 Intersection affecting the new courthouse project;
1._____;
2._____;
3._____;
B. Designation of "Committee" to Score and Evaluate the nominated firms.

B. **Pct. 1**

1. AI-53674 Presentation of Sole Bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct No. 1 - "Lease of Parcel for Citizen Collection Site in Donna" through project No.: 2016-051-02-24-SGS.

C. **Pct. 2**

1. AI-54255 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis):

	TERRACON CONSULTANTS, INC.	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)	EARTH CO.
EVALUATOR NO. 1	94	90	89
RANKING			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2

2. AI-54250 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis).

	PROFESSIONAL SERVICE INDUSTRIES (PSI), INC	TERRACON CONSULTANTS, INC.	MILLENNIUM ENGINEERS GROUP, INC.
EVALUATOR NO. 1	90	94	96
RANKING			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2

D. **Pct. 3**

1. AI-54217 Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-14-364-05-05] with L&G Consulting Engineers, Inc., dba, L&G Engineering, professional services for, "Mile 2 North Reconstruction (from SH 364 to Moorefield Road)" to revise the termination date of May 5, 2016 to May 5, 2017 thus completing the scope of services for project.

E. **Pct. 4**

1. AI-54215 Presentation for discussion, consideration and approval of the following options/actions as recommended by project engineer, LeFevre Engineering & Management Consulting, LLC for Hidalgo County Precinct No. 4 RFB No. 2016-115-03-03-MSS "Construction of Parking lot at San Carlos CRC and Sunflower Park" Pct. No. 4:

   a. Rescind contract awarded to Gomez Paving, LLC, dba South Texas Paving on 04-05-16 (in the amount of $150,900.00) due failure to comply with the insurance requirements;

   b. Award of bid to the next lowest responsible bidder meeting all specifications GNH Company, LLC in the amount of $172,000.00 subject to compliance with HB 23 and/or HB1295 [when and/if applicable];

   c. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesus "Jesse" Ozuna, to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. AI-54179 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services";**

   b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to **Professional Engineering Services** for: **"On Call" "Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct No. 4;**

   ENGINEERING FIRMS:

Firms	Halff & Associates, Inc.	International Consulting Engineers	Unintech Consulting Eng., Inc.
Scores	98	95	93
Ranking			

   c. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of an **"On Call"- Engineering Services** for: **"Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

   d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services";**

   e. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of**Appraisal Firms** in connection to **Professional Appraisal Services** for an: **"On Call" Appraisal Services** for projects located within **Hidalgo County Precinct No. 4;**

   APPRAISAL FIRMS:

Firms	Leonel Garza, Jr. & Associates, Inc.	Valbridge Property Advisors	The Real Estate Center
Scores	96	93	91
Ranking			

   f. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of **"On Call"-Appraisal Services** for projects located within **Hidalgo County Precinct 4**, with the No. 1 ranked firm _____ .

   g. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services"**;

   h. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through

the County's approved "pool" of Appraisal Firms in connection to Professional Appraisal Services for an: **"On Call" Appraisal Review Services** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL REVIEW FIRMS:

Firms	Professional Appraisal Services, Inc.	Valbridge	Leonel Garza, Jr. & Associates, Inc.
Scores	97	93	95
Ranking			

i. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of **"On Call"-"Appraisal Review Services"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

F. **Sheriff's Office**

1. AI-54189 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7); an item that can only be obtained from one source;

B. Approval of "Sole Source Declaration" for COPsync, Inc." for the purchase of COPsync Software; including licenses and support service to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HCSO to purchase 100-010 Unlimited COPsync Enterprise Full Time Officers -12 months @ $23,000 - (All COPsync Enterprise Full Time Officers are enabled to receive COPsync911 Alerts) through assigned Requisition #00293582 in the amount of $23,000 including approval to renew support services and annual licenses for the lifetime of the software and authorization for County Judge or his designee to sign renewal service agreements.

G. **Adult Probation**

1. AI-54058 Arnold Patrick, Director, HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTION DEPARTMENT, aka, ADULT PROBATION is requesting that HCCC permit the HC Purchasing Dept. to conduct procurement services commencing with advertising [with award to be made by Mr. Patrick pursuant to statute] for: the "Purchase of Instant Drug Screening Cups"- RFB No.: 2016-138-00-00-FAZ with Mr. Patrick's approval of procurement packet [i.e. specifications/requirements, legal notice, draft requirement agreement etc. as attached hereto] with the re-advertisement of project in the event No Bid responses are received and/or are rejected and project is still required by Adult Probation.

19. **Open Forum**

Closed Session:

20. 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-54252 Potential Litigation - Edinburg Municipal Airport & City of Edinburg Property and further described as:
Tract 1: Being the north twenty (20) acres of Lot 16, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County,Texas: (20.0 Acres Gross)
Tract 2: Being the east 26.61 acres of the west 46.61 acres of Lot 10, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, HidalgoCounty, Texas: (26.61 Acres Gross)
Tract 3: Being the south ten (10) acres of the west twenty (20) acres of Lot 10, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg,Hidalgo County, Texas: (10.0 Acres Gross)
Tract 4: Being the east ten (10) acres of Lot 10-, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County, Texas (10.0Acres Gross)
Tract 5: Being the north 23.39 acres of lot 15, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County, Texas. (23.39 Acres Gross)
Tract 7: Being the west fifteen (15) acres of the south half (½) of Lot 16, Section 277,Texas-Mexican Railway Company's Survey, and addition to the City of Edinburg, Hidalgo County, Texas (15.0 Acres Gross)

D. AI-54192 Cause No. C-8496-14-E; W.D. Larew the appointed Substitute trustee for PENNYMAC CORP v Armando Garza and Raquel Garza

E. AI-54174 Claim of Natalie Gonzalez

F. AI-54218 Claim of Feliciano Cano

21. A. 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."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-54251 Potential Litigation - Edinburg Municipal Airport & City of Edinburg Property and further described as:
Tract 1: Being the north twenty (20) acres of Lot 16, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County,Texas: (20.0 Acres Gross)
Tract 2: Being the east 26.61 acres of the west 46.61 acres of Lot 10, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, HidalgoCounty, Texas: (26.61 Acres Gross)
Tract 3: Being the south ten (10) acres of the west twenty (20) acres of Lot 10, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg,Hidalgo County, Texas: (10.0 Acres Gross)
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Tract 7: Being the west fifteen (15) acres of the south half (½) of Lot 16, Section 277,Texas-Mexican Railway Company's Survey, and addition to the City of Edinburg, Hidalgo County, Texas (15.0 Acres Gross)

D. AI-54193 Cause No. C-8496-14-E; W.D. Larew the appointed Substitute trustee for PENNYMAC CORP v Armando Garza and Raquel Garza

E. AI-54175 Claim of Natalie Gonzalez

F. AI-54219 Claim of Feliciano Cano

Closed Session:

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

Open Session:

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

25. **Adjourn**

AI-54237

County Judge's Office 5. A.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Julia Sullivan, PUBLIC AFFAIRS
Submitted By: Julia Sullivan, PUBLIC AFFAIRS
Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation in honor of Juror Appreciation Week, May 2-6, 2016.

BACKGROUND

Fiscal Impact

Attachments

Jury Appreciation Week

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 01:28 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Julia Sullivan Started On: 04/15/2016 12:07 PM
Final Approval Date: 04/15/2016

PROCLAMATION IN HONOR OF JUROR APPRECIATION WEEK

WHEREAS, the right to a trial by jury is one of the core values of American citizenship and the obligation and privilege to serve as a juror are as fundamental to our democracy as the right to vote; and

WHEREAS, all citizens should be encouraged to respond when summoned for jury duty because service by citizens as jurors is indispensable to the judicial system; and

WHEREAS, a continuing and imperative goal for the courts, the bar, and the broader community is to ensure that jury selection and jury service is fair, effective, and not unduly burdensome on anyone; and

WHEREAS, one of the most significant actions a court system can take is to show appreciation for the jury system and for the 22,800 Hidalgo County citizens who annually give their time and talents to serve on juries; and

WHEREAS, we are committed to educating the public about jury duty and the importance of jury service; applauding the efforts of jurors who fulfill their civic duty; ensuring that all jurors are treated with respect; providing jurors with tools that will assist in their decision making; and continuing to improve the jury system by encouraging productive dialogue between jurors and court officials.

NOW, THEREFORE, BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby proclaims the week of May 2, 2016 as Jury Appreciation Week and thanks all the citizens of Hidalgo County who respond and fulfill their civic duty.

Dated this 19th day of April, 2016.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-54236

County Judge's Office 5. B.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Michael Leo, COUNTY JUDGE Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of the Economic Development Program Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA).

BACKGROUND

Request for funding in two different amounts:
(A. $124,666.68 OR B. $83,499.68 - 8 MONTHS) pending court approval.

Agreement term is from May 1, 2016 through December 31, 2016.

Agreement A will keep the monthly contribution rate same as current level; $15,583.34 a month. Total $124,666.68
Agreement A will require additional funds in the amount of $41,164.96

Agreement B will reduce monthly contribution rate to $10,437.46 a month. Total $83,499.68

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-465-10-110-081-0-843

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

BUDGETARY IMPACT:

Agreement A will require additional funds in the amount of $41,164.96.
Agreement B funds available as of 4/15/16.

Attachments

A

B

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 01:28 PM

Final Approval	Monica Badillo	04/15/2016 05:22 PM
Form Started By: Virginia Jones		Started On: 04/15/2016 12:01 PM
Final Approval Date: 04/15/2016		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into by and between the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and VALLEY INITIATIVE FOR DEVELOPMENT AND ADVANCEMENT ("VIDA"), a Texas non-profit corporation, and hereinafter referred to as the ("CONTRACTOR"), herein after referred to collectively as the ("Parties").

WITNESSETH

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County;

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b)(6), focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations;

WHEREAS, the Hidalgo County Commissioners Court on the 17th day of March, 2015 passed a Resolution creating the Advancing Career Education Initiative, hereinafter referred to as ("ACE") to assist economically disadvantaged, underemployed & unemployed Hidalgo County residents with barriers to employment to gain employment through skill development programs that allow them to achieve long-term sufficiency and upward mobility;

WHEREAS, pursuant to Section 381.004, County is authorized to spend public funds and provide personnel and services of the county to develop such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, COUNTY desires to enter into an agreement with CONTRACTOR whereby CONTRACTOR will the Initiative (as hereinafter defined), and CONTRACTOR desires to operate the Initiative; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide partial funding of an initiative that provides

skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Initiative"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by CONTRACTOR whose corporate offices are located at 417 S. Ohio, Mercedes, Texas 78570.

ARTICLE II

TERM

2.01 The term of this Agreement is for eight (8) months beginning May 1, 2016 and ending December 31, 2016

ARTICLE Ill

SERVICES

3.01 CONTRACTOR will operate the Initiative, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed & unemployed individuals who reside in Hidalgo County and meet the following criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individual with family responsibilities

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 CONTRACTOR shall perform the Initiative in accordance with Exhibit "A" (Initiative description, performance goals and objectives), attached and incorporated herewith as part of this Agreement.

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical expenses.

ARTICLE IV

WARRANTY OF COMPLETION

4.01 CONTRACTOR shall complete the Initiative in the event that allocated funds are not available or sufficient to cover total Initiative costs. CONTRACTOR warrants that CONTRACTOR has the means and resources to ensure completion of the Initiative in such an event. CONTRACTOR obligations under the Agreement may be scaled back or eliminated

commensurate with available funding from the COUNTY.

ARTICLE V

CONSIDERATION

5.01 For services rendered under this Agreement, COUNTY will pay to CONTRACTOR an amount not to exceed **$124,666.64**, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by CONTRACTOR to COUNTY for approval.

5.02 CONTRACTOR will submit to the COUNTY JUDGE'S OFFICE, as denoted under ARTICLE XX1, Section 21.01 of this Agreement, on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated by reference herein as Exhibit "C". A copy of these reports should also be sent to County's Executive Office and Budget and Management Department.

5.03 CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Initiative. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.04 CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE such other reports as may be requested by COUNTY to document CONTRACTOR'S liabilities under this Agreement.

5.05 After receipt of and approval by COUNTY of CONTRACTOR'S billing package, COUNTY shall pay to CONTRACTOR within thirty (30) days an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs not allowed under the program. Delinquent or unacceptable billing and reporting to COUNTY by CONTRACTOR, however, shall excuse delay of payment by COUNTY.

5.06 Within thirty (30) working days of COUNTY's written request, CONTRACTOR shall refund to COUNTY any sum of money paid by COUNTY to which COUNTY has determined:

a. Resulted in overpayment to CONTRACTOR;
b. Has not been spent by CONTRACTOR strictly in accordance with the terms of this Agreement; or
c. Is not supported by adequate documentation to fully justify the expenditure.

5.07 Upon termination of this Agreement, if applicable, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the County Judge's Office); and
b. A listing showing each person's full name, last known complete address and amount owing to each individual.

ARTICLE VI

PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within five (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

CONTRACTOR will provide the COUNTY JUDGE'S OFFICE with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 CONTRACTOR'S non-performance may result in termination or withholding of funds.

ARTICLE VII

REVIEW

7.01 The COUNTY JUDGE'S OFFICE shall be the primary contact regarding this Agreement.

7.02 In the event CONTRACTOR utilizes subcontractors in performing any obligation required by this Agreement, the Department of Budget and Management staff shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by CONTRACTOR.

7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

ARTICLE VIII

PROGRAM RECORDS & REQUIREMENTS

8.01 CONTRACTOR agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services provided under this Agreement.

8.02 CONTRACTOR shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Initiative.

8.03 COUNTY shall have no obligation to pay CONTRACTOR until a representative of COUNTY has reviewed CONTRACTOR'S fiscal and accounting procedures to insure compliance with federal requirements.

8.04 COUNTY JUDGE'S OFFICE may conduct, at minimum, two (2) monitoring visits to CONTRACTOR'S Initiative site to determine performance and compliance with the terms of this Agreement.

8.05 CONTRACTOR shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 CONTRACTOR shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 CONTRACTOR agrees that the expenditure of funds pursuant to this Agreement shall be audited as part of the annual audit performed on CONTRACTOR by an independent auditor hired and paid by CONTRACTOR. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include CONTRACTOR'S expenditures and revenues for the same time period as CONTRACTOR'S fiscal year.

ARTICLE IX

TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to

comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) days written notice. COUNTY agrees to pay CONTRACTOR for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, CONTRACTOR shall transfer to COUNTY any unutilized funds provided under the terms of this Agreement, if any, along with any accounts receivable attributable to such funds within three (5) business days.

ARTICLE X

FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 CONTRACTOR further represents and warrants that:

a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.

b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of CONTRACTOR on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of CONTRACTOR.

c. No litigation or proceedings are presently pending or threatened against CONTRACTOR relating to the Agreement or Initiative.

d. None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing obligation or agreement of CONTRACTOR.

e. CONTRACTOR has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

ARTICLE XI

PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, CONTRACTOR shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement. Upon such request by COUNTY, CONTRACTOR shall have no less than ten (10) days to provide records and reports to COUNTY.

ARTICLE XII

INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of CONTRACTOR.

12.02 CONTRACTOR shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 CONTRACTOR shall maintain and provide proof of general liability insurance, upon execution of this Agreement, of not less than $1,000,000 naming COUNTY as additional insured.

12.04 CONTRACTOR shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

ARTICLE XIII

INDEMNIFICATION

13.01 **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, ANDCAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGATION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE OR MAY BE ASSERTED.**

13.02 CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 CONTRACTOR shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

"Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third

persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor, its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands."

ARTICLE VIX

CHANGES AND AMENDMENTS

14.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and CONTRACTOR.

14.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

14.03 CONTRACTOR shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by CONTRACTOR to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XV

ASSIGNMENTS

15.01 CONTRACTOR shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

ARTICLE XVI

WAIYER OF PERFORMANCE

16.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding

breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

16.02 No act or omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

16.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XVII

REVERSION OF

ASSETS

17.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of CONTRACTOR at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

ARTICLE XVIII

COMMITMENT OF CURRENT REVENUES ONLY

18.01 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of COUNTY under this Agreement, COUNTY may terminate this agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of COUNTY pursuant to the provisions of Texas Local Government Code.

ARTICLE XIX

ENTIRE AGREEMENT

19.01 This Agreement constitutes the final and entire agreement between the parties hereto and

contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XX

INTERPRETATION

20.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

ARTICLE XXI

NOTICES

21.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Michael Leo
Economic Development Division
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539

CONTRACTOR:

Myra C. Garcia, Interim ED
Valley Initiative for Development and Advancement (VIDA)
417 S. Ohio Ave.
Mercedes, TX 78570

ARTICLE XXII

TEXAS LAW TO APPLY

22.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXIII

LEGAL CONSTRUCTION

23.01 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.

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this

_____ day of _____, 2016

COUNTY:

COUNTY OF HIDALGO

By:_____

Hon. Ramon Garcia,

Hidalgo County Judge

CONTRACTOR:

VIDA

By: _____

Myra C. Garcia

Executive Director

ATTEST:

By:_____

Hon. Arturo Guajardo, Jr.,

Hidalgo Count Clerk

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

By: _____

Victor M. Garza,

Assistant District Attorney

EXHIBIT "A"

"SCOPE OF WORK"

CONTRACTOR proposes to provide services to Hidalgo County that will further the following goals and objectives of the Initiative, hereinafter referred to as the Advancing Career Education Initiative ("ACE") for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

(a) Strengthen skills development and career advancement;
(b) Develop higher skill and higher wage jobs; and,
(c) Address professional shortage areas (e.g., allied health).

CONTRACTOR will continue, in alliance with vested workforce development partners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the county.**

The Industry Cluster Analysis for the Lower Rio Grande Valley study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTPA, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing Allied Health employment opportunities in Hidalgo County. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of ski11 sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Advancing Career Education Initiative ("ACE"),* CONTRACTOR wi11 augment the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE"),* will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

The Hidalgo County expects that the CONTRACTOR meets or exceeds all performance standards. The services will be contracted from May 1, 2016 to December 31, 2016. Failure to meet a performance standard may require a corrective action plan prior to renewal. The corrective action plan will identify the steps the CONTRACTOR will take to meet the standards in the upcoming year.

PROGRAMS REQUESTED

Specifically, CONTRACTOR will provide the following services:

Allied Health Program & Study: The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. According with *The Industry Cluster Analysis for the Lower Rio Grande Valley* study prepared for Workforce Solutions, Inc. by TIP Strategies, the Top 20 Occupations Based on 2000-2014 Forecast and ranked demand occupations are: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3), nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). Therefore, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Advancing Career Education Initiative ("ACE",)* the CONTRACTOR will enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UT-RGV, the CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE",)* specifically by increasing Health Care employment opportunities in Hidalgo County.

SKILLS DEVELOPMENT PROGRAMS IN ALLIED HEALTH PROGRAM OF STUDY

The program will provide for the following workforce training and development areas:

Pre-Post Secondary Occupation and Training Programs (Pre-PSOT): Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core areas as THEA (Texas Higher Education Assessment), and other Allied Health Pre-Requisites.

Certificate Training Programs: One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. The CONTRACTOR will sponsor one year training programs in Allied Health. Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. The CONTRACTOR will sponsor two year training programs in Allied Health.

Customized Training Programs: These programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be Allied Health related and may include programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

Support Services: including transportation and social services referral. Critical to the

success of the CONTRACTOR's programs is the commitment to provide adequate and effective support services. Supportive services eligible for reimbursement through this Agreement

include only the following line-items: transportation, child care, tmt10n, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

- *Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services:* The CONTRACTOR will provide and maintain a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social

responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

COMMUNITY AWARENESS (Student Outreach/Employer Development)

The CONTRACTOR will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. An organized and consistent effort will be developed to work with the high schools to inform the students about the opportunities offered by this program in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. The CONTRACTOR will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Initiative they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage;

a) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base;
b) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

OUTREACH, RECRUITMENT AND ORIENTATION

Outreach and recruitment involves identifying potentially eligible residents. This includes, but is

not limited to, developing relationships with schools and community organizations and communicating program services to the community. Orientation involves insuring that applicants understand the services available, program policies and the performance requirements of the program.

INTAKE

Intake includes informing applicants about program eligibility requirements and conducting interviews to collect personal socio-economic and demographic information. Process preliminary eligibility determination and refer ineligible applicants to appropriate outside agencies and services.

ASSESSMENT

Assessment may include standardized testing, interview(s) with program staff, writing samples, or other methods.

ENRROLLMENT

Enrollment and/or referral of students should be based on information gathered from eligibility determination, the initial assessment, and after presentation of the full array of service options has been provided.

GOALS, OBJECTIVES & PERFORMANCE INDICATORS

Targets and Outcomes

- Number of CONTRACTOR participants trained: 23
- Number of Completers: 80% (or more)
- Number receiving counseling: 100%
- Number receiving career planning: 100%
- Number receiving support services: 100%
- Number receiving job placement services: 80% (or more)

CONTRACTOR will operate the Initiative to assist economically disadvantaged, underemployed, and underemployed individuals that meet the following eligibility criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

PLACEMENT

CONTRACTOR shall be responsible for customer placement and retention.

DOCUMENTATION

CONTRACTOR shall be responsible for the appropriate student documentation to be maintained in the student records. The CONTRACTOR shall assume the responsibility to maintain pertinent, relevant, supportive documentation for all financial transactions. CONTRACTOR will comply with all applicable federal, state, and local policies for financial management.

CONTRACTOR QUALIFICATIONS

The County of Hidalgo is seeking to contract with a competent company or organization, registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. The CONTRACTOR must have experience in the field related to skills development programs, career counseling, training, and job placement support working closely with students on their efforts of continuing education and commitment needed for success.

B. The CONTRACTOR must have experienced and consolidated established relationships working with community and private industry leaders at identifying, addressing and linking employers' needs and education programs to develop a skilled workforce within the county.

PERSONNEL AND STAFFING

The CONTRACTOR should provide an organizational chart for the Initiative and describe company experience in similar Initiatives, staff assigned to the Initiative, proof of financial stability, and a minimum of 3 industry references. Biographic summaries that highlight the experience relevant to the specific Initiative responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL

This section will contain any licenses and certifications as required by HIDALGO COUNTY, STATE OF TEXAS, etc. The CONTRACTOR should add copies of their Professional Liability Insurance in the response.

PROPOSAL SUBMISSION

CONTRACTOR will submit the proposal in accordance with Exhibit "A" (Target group, expected outcomes, program requested, and community awareness).

BILLING AND REPORTING PROCEDURES

Accordingly with Exhibit "A, CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "B" and Exhibit "C". The CONTRACTOR will also submit a copy of these reports to County's Executive Office and Budget and Management Department. CONTRACTOR shall submit any other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from The Initiative. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

Exhibit "B"

HIDALGO COUNTY

EXPENDITURE REPORT

DESCRIPTION	Budget	Payment	Payment	Payment	Total Payments	Revenue Budget Balance
Total Project Funding						
EXPENDITURES						
Expenditures	Budget	May 2016	June 2016	July 2016	Expenses to Date	Expense Budget Balance
JOB TRAINING	$					
Training & Support Services						
TOTAL TRAINING:						
Encumbrances (Active Student)						
TOTAL TRAINING & ENCUMBRANCES:	$					$
ADMINISTRATIVE COSTS	$					
Salaries						
Fringe benefits						
Operational						
TOTAL ADMINISTRATIVE:	$					$
DIRECT PROGRAM COSTS	$					
Salaries						
Fringe Benefits						
Operational						
TOTAL DIRECT PROGRAM:						$
TOTAL EXPENSES:						$
TOTAL BUDGET:	$					
TOTAL EXPENSES/ENCUMBRANCES:						
BUDGET BALANCE:	$					

Exhibit "C"

CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS

CONTRACTOR'S PHONE NUMBER

INVOICE

DATE	INVOICE #
May 1, 2016	001

BILLED TO

Economic Development Director
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, Texas 78539

			TERMS
			Due Upon Receipt
DESCRIPTION	**REQUISITION**	**DESCRIPTION**	**TOTAL**
2016 Job Training	001	Grant Funding Year: May 1, 2016 thru December 31, 2016	$
Please Remit Payment to the address above. For Questions Call: At (XXX)-XXX-XXXX. Thank you.		**TOTAL DUE:**	$

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into by and between the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and VALLEY INITIATIVE FOR DEVELOPMENT AND ADVANCEMENT ("VIDA"), a Texas non-profit corporation, and hereinafter referred to as the ("CONTRACTOR"), herein after referred to collectively as the ("Parties").

WITNESSETH

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County;

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b)(6), focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations;

WHEREAS, the Hidalgo County Commissioners Court on the 17th day of March, 2015 passed a Resolution creating the Advancing Career Education Initiative, hereinafter referred to as ("ACE") to assist economically disadvantaged, underemployed & unemployed Hidalgo County residents with barriers to employment to gain employment through skill development programs that allow them to achieve long-term sufficiency and upward mobility;

WHEREAS, pursuant to Section 381.004, County is authorized to spend public funds and provide personnel and services of the county to develop such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, COUNTY desires to enter into an agreement with CONTRACTOR whereby CONTRACTOR will the Initiative (as hereinafter defined), and CONTRACTOR desires to operate the Initiative; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide partial funding of an initiative that provides

skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Initiative"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by CONTRACTOR whose corporate offices are located at 417 S. Ohio, Mercedes, Texas 78570.

ARTICLE II

TERM

2.01 The term of this Agreement is for eight (8) months beginning May 1, 2016 and ending December 31, 2016

ARTICLE Ill

SERVICES

3.01 CONTRACTOR will operate the Initiative, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed & unemployed individuals who reside in Hidalgo County and meet the following criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individual with family responsibilities

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 CONTRACTOR shall perform the Initiative in accordance with Exhibit "A" (Initiative description, performance goals and objectives), attached and incorporated herewith as part of this Agreement.

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical expenses.

ARTICLE IV

WARRANTY OF COMPLETION

4.01 CONTRACTOR shall complete the Initiative in the event that allocated funds are not available or sufficient to cover total Initiative costs. CONTRACTOR warrants that CONTRACTOR has the means and resources to ensure completion of the Initiative in such an event. CONTRACTOR obligations under the Agreement may be scaled back or

eliminated commensurate with available funding from the COUNTY.

ARTICLE V

CONSIDERATION

5.01 For services rendered under this Agreement, COUNTY will pay to CONTRACTOR an amount not to exceed **$83,499.68** in accordance with Exhibit "B". Requests for budget revisions shall be submitted by CONTRACTOR to COUNTY for approval.

5.02 CONTRACTOR will submit to the COUNTY JUDGE'S OFFICE, as denoted under ARTICLE XX1, Section 21.01 of this Agreement, on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated by reference herein as Exhibit "C". A copy of these reports should also be sent to County's Executive Office and Budget and Management Department.

5.03 CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Initiative. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.04 CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE such other reports as may be requested by COUNTY to document CONTRACTOR'S liabilities under this Agreement.

5.05 After receipt of and approval by COUNTY of CONTRACTOR'S billing package, COUNTY shall pay to CONTRACTOR within thirty (30) days an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs not allowed under the program. Delinquent or unacceptable billing and reporting to COUNTY by CONTRACTOR, however, shall excuse delay of payment by COUNTY.

5.06 Within thirty (30) working days of COUNTY' s written request, CONTRACTOR shall refund to COUNTY any sum of money paid by COUNTY to which COUNTY has determined:

a. Resulted in overpayment to CONTRACTOR;
b. Has not been spent by CONTRACTOR strictly in accordance with the terms of this Agreement; or
c. Is not supported by adequate documentation to fully justify the expenditure.

5.07 Upon termination of this Agreement, if applicable, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the County Judge's Office); and
b. A listing showing each person's full name, last known complete address and amount owing to each individual.

ARTICLE VI

PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within five (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

CONTRACTOR will provide the COUNTY JUDGE'S OFFICE with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 CONTRACTOR'S non-performance may result in termination or withholding of funds.

ARTICLE VII

REVIEW

7.01 The COUNTY JUDGE'S OFFICE shall be the primary contact regarding this Agreement.

7.02 In the event CONTRACTOR utilizes subcontractors in performing any obligation required by this Agreement, the Department of Budget and Management staff shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by CONTRACTOR.

7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

ARTICLE VIII

PROGRAM RECORDS & REQUIREMENTS

8.01 CONTRACTOR agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services provided under this Agreement.

8.02 CONTRACTOR shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Initiative.

8.03 COUNTY shall have no obligation to pay CONTRACTOR until a representative of COUNTY has reviewed CONTRACTOR'S fiscal and accounting procedures to insure compliance with federal requirements.

8.04 COUNTY JUDGE'S OFFICE may conduct, at minimum, two (2) monitoring visits to CONTRACTOR'S Initiative site to determine performance and compliance with the terms of this Agreement.

8.05 CONTRACTOR shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 CONTRACTOR shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 CONTRACTOR agrees that the expenditure of funds pursuant to this Agreement shall be audited as part of the annual audit performed on CONTRACTOR by an independent auditor hired and paid by CONTRACTOR. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include CONTRACTOR'S expenditures and revenues for the same time period as CONTRACTOR'S fiscal year.

ARTICLE IX

TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to

comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) days written notice. COUNTY agrees to pay CONTRACTOR for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, CONTRACTOR shall transfer to COUNTY any unutilized funds provided under the terms of this Agreement, if any, along with any accounts receivable attributable to such funds within three (5) business days.

ARTICLE X

FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 CONTRACTOR further represents and warrants that:

a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.

b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of CONTRACTOR on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of CONTRACTOR.

c. No litigation or proceedings are presently pending or threatened against CONTRACTOR relating to the Agreement or Initiative.

d. None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing obligation or agreement of CONTRACTOR.

e. CONTRACTOR has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

ARTICLE XI

PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, CONTRACTOR shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement. Upon such request by COUNTY, CONTRACTOR shall have no less than ten (10) days to provide records and reports to COUNTY.

ARTICLE XII

INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of CONTRACTOR.

12.02 CONTRACTOR shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 CONTRACTOR shall maintain and provide proof of general liability insurance, upon execution of this Agreement, of not less than $1,000,000 naming COUNTY as additional insured.

12.04 CONTRACTOR shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

ARTICLE XIII

INDEMNIFICATION

13.01 **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, ANDCAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGATION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE OR MAY BE ASSERTED.**

13.02 CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 CONTRACTOR shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

"Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third

persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor, its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands."

ARTICLE VIX

CHANGES AND AMENDMENTS

14.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and CONTRACTOR.

14.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

14.03 CONTRACTOR shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by CONTRACTOR to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XV

ASSIGNMENTS

15.01 CONTRACTOR shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

ARTICLE XVI

WAIYER OF PERFORMANCE

16.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding

or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

16.02 No act or omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

16.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XVII

REVERSION OF

ASSETS

17.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of CONTRACTOR at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

ARTICLE XVIII

COMMITMENT OF CURRENT REVENUES ONLY

18.01 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of COUNTY under this Agreement, COUNTY may terminate this agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of COUNTY pursuant to the provisions of Texas Local Government Code.

ARTICLE XIX

ENTIRE AGREEMENT

19.01 This Agreement constitutes the final and entire agreement between the parties hereto and

contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XX

INTERPRETATION

20.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

ARTICLE XXI

NOTICES

21.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Michael Leo
Economic Development Division
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539

CONTRACTOR:

Myra C. Garcia, Interim ED
Valley Initiative for Development and Advancement (VIDA)
417 S. Ohio Ave.
Mercedes, TX 78570

ARTICLE XXII

TEXAS LAW TO APPLY

22.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXIII

LEGAL CONSTRUCTION

23.01 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.

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this _____ day of _____, 2016

COUNTY:

COUNTY OF HIDALGO

By:_____

Hon. Ramon Garcia,

Hidalgo County Judge

CONTRACTOR:

VIDA

By: _____

Myra C. Garcia

Executive Director

ATTEST:

By:_____

Hon. Arturo Guajardo, Jr.,

Hidalgo Count Clerk

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY

RICARDO RODRIGUEZ, JR.

By: _____

Victor M. Garza,

Assistant District Attorney

EXHIBIT "A"

"SCOPE OF WORK"

CONTRACTOR proposes to provide services to Hidalgo County that will further the following goals and objectives of the Initiative, hereinafter referred to as the Advancing Career Education Initiative ("ACE") for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

(a) Strengthen skills development and career advancement;
(b) Develop higher skill and higher wage jobs; and,
(c) Address professional shortage areas (e.g., allied health).

CONTRACTOR will continue, in alliance with vested w orkforce d evelopment p artners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the county.**

The Industry Cluster Analysis for the Lower Rio Grande Valley study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTPA, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing Allied Health employment opportunities in Hidalgo County. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of ski11 sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Advancing Career Education Initiative ("ACE"),* CONTRACTOR wi11 augment the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE"),* will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

The Hidalgo County expects that the CONTRACTOR meets or exceeds all performance standards. The services will be contracted from May 1, 2016 to December 31, 2016. Failure to meet a performance standard may require a corrective action plan prior to renewal. The corrective action plan will identify the steps the CONTRACTOR will take to meet the standards in the upcoming year.

PROGRAMS REQUESTED

Specifically, CONTRACTOR will provide the following services:

Allied Health Program & Study: The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. According with *The Industry Cluster Analysis for the Lower Rio Grande Valley* study prepared for Workforce Solutions, Inc. by TIP Strategies, the Top 20 Occupations Based on 2000-2014 Forecast and ranked demand occupations are: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3), nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). Therefore, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Advancing Career Education Initiative ("ACE",)* the CONTRACTOR will enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UT-RGV, the CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE",)* specifically by increasing Health Care employment opportunities in Hidalgo County.

SKILLS DEVELOPMENT PROGRAMS IN ALLIED HEALTH PROGRAM OF STUDY

The program will provide for the following workforce training and development areas:

Pre-Post Secondary Occupation and Training Programs (Pre-PSOT): Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core areas as THEA (Texas Higher Education Assessment), and other Allied Health Pre-Requisites.

Certificate Training Programs: One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. The CONTRACTOR will sponsor one year training programs in Allied Health. Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. The CONTRACTOR will sponsor two year training programs in Allied Health.

Customized Training Programs: These programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be Allied Health related and may include programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

Support Services: including transportation and social services referral. Critical to the

success of the CONTRACTOR's programs is the commitment to provide adequate and effective support services. Supportive services eligible for reimbursement through this Agreement

include only the following line-items: transportation, child care, tmt10n, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

- *Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services:* The CONTRACTOR will provide and maintain a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social

responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

COMMUNITY AWARENESS (Student Outreach/Employer Development)

The CONTRACTOR will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. An organized and consistent effort will be developed to work with the high schools to inform the students about the opportunities offered by this program in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. The CONTRACTOR will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Initiative they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage;

a) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base;
b) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

OUTREACH, RECRUITMENT AND ORIENTATION

Outreach and recruitment involves identifying potentially eligible residents. This includes, but is

not limited to, developing relationships with schools and community organizations and communicating program services to the community. Orientation involves insuring that applicants understand the services available, program policies and the performance requirements of the program.

INTAKE

Intake includes informing applicants about program eligibility requirements and conducting interviews to collect personal socio-economic and demographic information. Process preliminary eligibility determination and refer ineligible applicants to appropriate outside agencies and services.

ASSESSMENT

Assessment may include standardized testing, interview(s) with program staff, writing samples, or other methods.

ENRROLLMENT

Enrollment and/or referral of students should be based on information gathered from eligibility determination, the initial assessment, and after presentation of the full array of service options has been provided.

GOALS, OBJECTIVES & PERFORMANCE INDICATORS

Targets and Outcomes

- Number of CONTRACTOR participants trained: 15
- Number of Completers: 80% (or more)
- Number receiving counseling: 100%
- Number receiving career planning: 100%
- Number receiving support services: 100%
- Number receiving job placement services: 80% (or more)

CONTRACTOR will operate the Initiative to assist economically disadvantaged, underemployed, and underemployed individuals that meet the following eligibility criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

PLACEMENT

CONTRACTOR shall be responsible for customer placement and retention.

DOCUMENTATION

CONTRACTOR shall be responsible for the appropriate student documentation to be maintained in the student records. The CONTRACTOR shall assume the responsibility to maintain pertinent, relevant, supportive documentation for all financial transactions. CONTRACTOR will comply with all applicable federal, state, and local policies for financial management.

CONTRACTOR QUALIFICATIONS

The County of Hidalgo is seeking to contract with a competent company or organization, registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. The CONTRACTOR must have experience in the field related to skills development programs, career counseling, training, and job placement support working closely with students on their efforts of continuing education and commitment needed for success.

B. The CONTRACTOR must have experienced and consolidated established relationships working with community and private industry leaders at identifying, addressing and linking employers' needs and education programs to develop a skilled workforce within the county.

PERSONNEL AND STAFFING

The CONTRACTOR should provide an organizational chart for the Initiative and describe company experience in similar Initiatives, staff assigned to the Initiative, proof of financial stability, and a minimum of 3 industry references. Biographic summaries that highlight the experience relevant to the specific Initiative responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL

This section will contain any licenses and certifications as required by HIDALGO COUNTY, STATE OF TEXAS, etc. The CONTRACTOR should add copies of their Professional Liability Insurance in the response.

PROPOSAL SUBMISSION

CONTRACTOR will submit the proposal in accordance with Exhibit "A" (Target group, expected outcomes, program requested, and community awareness).

BILLING AND REPORTING PROCEDURES

Accordingly with Exhibit "A, CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "B" and Exhibit "C". The CONTRACTOR will also submit a copy of these reports to County's Executive Office and Budget and Management Department. CONTRACTOR shall submit any other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from The Initiative. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

Exhibit "B"

HIDALGO COUNTY

EXPENDITURE REPORT

DESCRIPTION	Budget	Payment	Payment	Payment	Total Payments	Revenue Budget Balance
Total Project Funding						
EXPENDITURES						
Expenditures	Budget	May 2016	June 2016	July 2016	Expenses to Date	Expense Budget Balance
JOB TRAINING	$					
Training & Support Services						
TOTAL TRAINING:						
Encumbrances (Active Student)						
TOTAL TRAINING & ENCUMBRANCES:	$					$
ADMINISTRATIVE COSTS	$					
Salaries						
Fringe benefits						
Operational						
TOTAL ADMINISTRATIVE:	$					$
DIRECT PROGRAM COSTS	$					
Salaries						
Fringe Benefits						
Operational						
TOTAL DIRECT PROGRAM:						$
TOTAL EXPENSES:						$
TOTAL BUDGET:	$					
TOTAL EXPENSES/ENCUMBRANCES:						
BUDGET BALANCE:	$					

Exhibit "C"

CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS
CONTRACTOR'S PHONE NUMBER

INVOICE

DATE	INVOICE #
May 1, 2016	001

BILLED TO

Economic Development Director
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, Texas 78539

DESCRIPTION	REQUISITION	DESCRIPTION	TERMS Due Upon Receipt TOTAL
2016 Job Training	001	Grant Funding Year: May 1, 2016 thru December 31, 2016	$
Please Remit Payment to the address above. For Questions Call: At (XXX)-XXX-XXXX. Thank you.		**TOTAL DUE:**	$

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

Fwd: VIDA Agreements AI 54236

From : Virginia R Jones <virginia.jones@co.hidalgo.tx.us> Mon, Apr 18, 2016 04:03 PM
Subject : Fwd: VIDA Agreements AI 54236 2 attachments
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Patricia Y. Ramos <patricia.ramos@co.hidalgo.tx.us>

Hi Moni, can you please replace backup on AI 54236 with the attached agreements provided by legal council after review. The email feed also indicates legal review.

Thank you!

Virginia Jones
Administrative Assistant III
Office of County Judge Ramon Garcia
100 E. Cano, Ste 201
Edinburg, Texas 78539
Tel (956) 318-2600, ext. 5004
Fax (956) 318-2699
virginia.jones@co.hidalgo.tx.us
www.co.hidalgo.tx.us

From: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "michael leo" <michael.leo@co.hidalgo.tx.us>, "virginia jones" <virginia.jones@co.hidalgo.tx.us>, "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, April 18, 2016 3:07:41 PM
Subject: VIDA Agreements

Mr. Leo,

attached please find revised Hidalgo County ACE/VIDA agreement(s), version A and B. Subject to proposed revisions, our office approves as to the form of the agreement(s). Any decision as to whether to select A or B, based on the County contribution of funds, and number of participants, shall have to be determined by the Commissioner's Court.

please let me know if you have any other questions or concerns.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

4-19-16 Hidalgo Co ACE Renewal 2016 - A.revised.pdf
590 KB

4-19-16 Hidalgo Co ACE Renewal 2016 - B.revised.pdf
397 KB

District Attorney 5. C.

AI-54245

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Julia Sullivan, PUBLIC AFFAIRS
Submitted By: Julia Sullivan, PUBLIC AFFAIRS
Department: PUBLIC AFFAIRS

Information

CAPTION

Presentation of the La Joya ISD Police Department First Offender Program

BACKGROUND

Fiscal Impact

Attachments

power point

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 02:44 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Julia Sullivan Started On: 04/15/2016 02:14 PM
Final Approval Date: 04/15/2016

La Joya ISD Police Department
First Offender Program



t Offender Specialist

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TheChicagoSchool® of Professional Psychology

he First Offender Program

The First Offender Program is for children between the ages of 10-16 who have committed for the first time a crime classified between a class "B" Misdemeanor and State Jail Felony. It excludes weapons and violence offenses. (Texas Family Code Section 52.031) Offences that are eligible for this new program include but are not limited to: Possession of Marijuana, Thefts, Criminal Mischief, and Graffiti.

Programa de Primer Ofensas:

ste programa es para niños entre las edades de
0-16 que han cometido su primer delito
asificado entre una clase "B" delito menor y el
stado cárcel delito grave.

xcluye cargos de armas y delitos de violencia.
Código Familiar de Texas Sección 52.031)

elitos que son elegibles para este nuevo programa
cluyen pero no se limitan a: La posesión de
arijuana, Robos, Delito Criminal y Graffiti.

Reasoning for Creating the First Offender Program

- La Joya ISD Police Department
  - 2011-2012--- 289 cases
  - 2012-2013---245 cases
  - 2013-2014----279 cases
  - Note* about 50% are marijuana cases.
  - "We don't have problem kids but kids with problems"
  - Kids make mistakes!
  - Majority of times parents are not aware of certain situations.
  - Parents feel that if they knew they could have helped.
  - This program will give everyone a second opportunity.

zones para la creación del Programa de mera Ofensa

epartamento de Policía del Distrito de La Joya

11-2012 --- 289 casos

12-2013 --- 245 casos

13-2014 ---- 279 casos

ota * mas o menos 50 % son casos de marijuana .

No tenemos niños con problemas pero tenemos niños que nen problemas "

s niños cometen errores !

mayoría de las veces los padres no estan conscientes de ertas situaciones.

s padres sienten que si supieran las situaciones en que se cuentran sus niños; tal vez podrían haber ayudado.

ste programa dará a todos una segunda oportunidad .

epartamento de Justicia Juvenil del Condado de Hidalgo

14 ---------- 196 casos

15 (Abril 7) -- 51 casos

ransforming Lives, Transforming Communities, One Child at a Time”

rently the La Joya ISD Police Department First Offender Program is the t of it’s kind to be offered by an ISD Police Department in the State Of as.

tured by Texas A&M University College Station Association of Former dents

s program is breaking ground not only in the RGV, but state wide!

thermore, local municipalities and other ISD police departments are ively looking to utilize the La Joya ISD Police Department First Offender gram as a foundation to start their own programs.

Program is written in a manner than allows any individual to run a gram, and/or be used to start a program of their own.

me of these entities include: The City of Mission Police Department, nburg CISD Police Department, McAllen ISD Police Department, Donna , to name a few.

sses are open to the public (we do have parents utilizing it), with unteer opportunities available

thermore, the La Joya ISD Police Department First Offender Program is nching out and seeking partnerships with local non profit groups (such as AP Coalition, UNIDAD Coalition, and Behavioral Health Solutions of South as), as well as, UTRGV and STC.

The First Offender Program

- Voluntary basis--- not forcing anyone to do it.
- Voluntary restitution- to the victim if necessary.
- Voluntary community service, or other requirements can be assigned.
- Educational, vocational training, counseling, and/ or other rehabilitative services are available.
- Periodic reporting by the child to La Joya ISD Police Department.
- 90 Day probationary period

El Programa de Primera Ofensa

- **l programa es voluntario --- no se forza a nadie a hacerlo.**
- **estitución-Voluntaria a la víctima si es necesario.**
- **ervicio comunitario voluntario.**
- **e les da educación, entrenamiento vocacional, consejos u tros servicios de rehabilitación a los participantes .**
- **e requiere presentación de informes periódicos o "Check-s" por el niño en el Departamento de Policía del Distrito de a Joya .**
- **n período de prueba o (Probación) de 90 días.**

ne First Offender Program

on Successful completion of this program:

- **Students participating in this opportunistic six week ial & subsequent 90 day probation period; will have eir <u>first time criminal offense permanently cleared by e La Joya ISD Police Department.</u>**
- **his will provide the individual with a second chance at successful and hopeful future.**
- **With this in mind, they would not have to worry about aving a record when they are older. Additionally, they ould avoid having to spend money in court cost.**
- **would be as if the offense never occurred!**

El Programa de Primera Ofensa

completar este programa con éxito :

l terminar este programa, los estudiantes que participan, endrán su primer delito borrado permanentemente del epartamento de Policía del Distrito de La Joya.

ste programa le dará a el niño/a una segunda oportunidad n un futuro exitoso y lleno de esperanza .

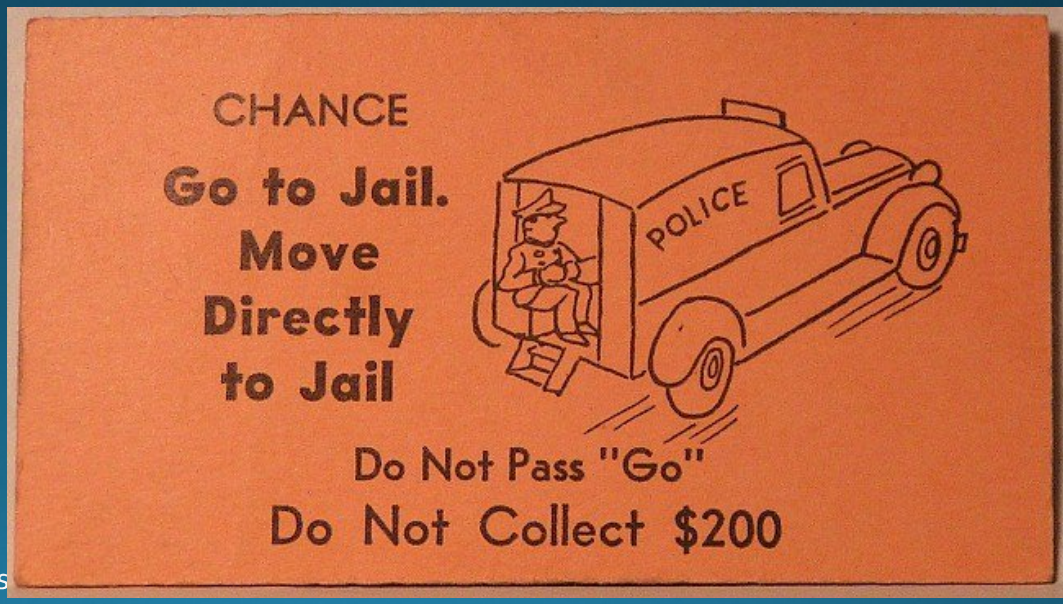
on esto en mente, no tendrían que preocuparse de tener n registro cuando sean mayores . Además, se evitaría ener que gastar dinero en el costo de la corte.

What the Program is NOT



As a matter of fact; if we find out you are abusing this program…….

Don't think that when you turn 17 your Juvenile Record will be "sealed". In Texas, it will cost you between $4-10,000 and it is something that must be ordered by a judge. Even then, it can still be unsealed for certain background checks, and if you commit an offence as an adult!



The First Offender Program

The First Offender Program was founded upon an idea that we, as a community, can better serve our troubled youth through education, and information.

This 18 week program derives from a program which offers at-risk teenagers an opportunity to experience a unique educational environment which will positively impact them and their families the rest of their lives.

Programa de Primer Ofensas



l Programa de Primer Ofensas esta fundado sobre una idea ue nosotros, como comunidad, podemos servir mejor a uestros jóvenes con problemas a través de la educación y la formación .

ste programa de 18 semanas fue desarrollado a partir de d n programa que ofrece a los adolescentes que han cometi u primer ofensa la oportunidad de participar en una xperiencia educacional que tal vez pueda hacer un impacto ositivo a los participantes y a sus familias por el resto de su das.

Mission Statement

The Mission of the First Offender Program is to bring about a long lasting, life-altering, positive change in the attitude, character and behavior of its participants by offering positive behavior support services through positive education and information. This will enable for better decision making by the attendees. The First Offender Program offers alternative thinking by means of incorporating positive instruction to identified at risk youth who reside within our education, moral and behavioral stricken communities.

Misión del Programa



a Misión del Programa de Primera Ofensa es provocar una lteración de la vida , un cambio positivo duradero en la ctitud , el carácter y el comportamiento de sus participante ofreciendo servicios de apoyo comportamientos positivos ediante la educación y la información positiva . Esto ermitirá a los participantes que hagan mejores decisiones l Programa de Primer Ofensas ofrece pensamiento lternativo por medio de la incorporación de la enseñanza ositiva a jóvenes que cometen su primer ofensa y que resid entro de nuestro distrito educacional, y las comunidades.

This Mission will be accomplished via the success triad of:

1. Education,
2. Leadership, and
3. Self-realization (reality based).

The First Offender Program will provide an environment rich of instruction and use a modified 12 step program which offers a common sense approach dedicated to building the next generation of community leaders.

- **Esta misión se realizará a través de la tríada del éxito de:**
  - **1.Educación,**
  - **2.Leadership, y**
  - **3.Realización de si mismo (basado en la realidad).**
- **El programa de primer ofensas proporciona a un rico proporcionará un ambiente rico enseñanza educativa y utilizar un programa modificado de 12 pasos que ofrece un enfoque de sentido común dedicado a la construcción de la nueva generación de líderes de la comunidad.**

Class Program (Sub-Topics)



Children accepted in the First Offender Program will be REQUIRED to attend two hour classes (with their parent / guardian) held at The La Joya ISD Police Department on consecutive Saturdays for 6 weeks. These educational classes will commence at 10:00 AM and conclude 12:00 Noon. These classes will cover sub-topics which will include but are not limited to:

1. **Violence prevention**
2. **Drug and alcohol resistance**
3. **Respect**
4. **Leadership skill development**
5. **Teamwork**
6. **Life Skills & The Importance of an Education**
7. **Anger Management**
8. **Discipline**
9. **Decision making**
10. **Positive choices**

Instruction is provided for the students and adults (when able)

Programa de Clase

Las clases se enfocaran en temas que incluyen pero no se limitan a:

- **Prevención de la violencia**
- **Resistencia a las drogas y alcohol**
- **El respeto**
- **Liderazgo**
- **Desarrollo de habilidades**
- **Trabajo en equipo**
- **Habilidades para la vida**
- **Control de la ira**
- **Disciplina**
- **Formando decisiones**
- **Como hacer decisiones positivas**

Curriculum

The course curriculum will be facilitated by high-quality instructors and may include educational field trips to enhance and broaden the education of the student at various valley wide locations, (locations to be disclosed at a later date).

In addition, participants will attend Saturday morning guidance meetings with police officers and First Offender Program staff. Attendees will be subject to other positive re-enforcement activities like team building and communication skills. The team building will consist of meetings with community leaders, positive community role models, truant officers, substance abuse counselors and other dedicated community professionals wanting, willing and able to assist in the team building and communication process.

The La Joya ISD Police Department First Offender Program core curriculum is constantly being updated in order to provide the best learning environment for our students and parents.

Plan de estudios

- El programa del curso se verá facilitado por instructores de alta calidad y puede incluir excursiones educativas a diferente lugares aquí en el valle para mejorar y extender la educación del estudiante (los lugares o excursiones serán dados a conocer en una fecha posterior) .

- Además, los participantes asistirán a clases educativas el sábado por la mañana con los agentes de policía y personal del Programa de Primer Ofensas. Los participantes podrán participar en actividades positivas, actividades en cómo mejorar trabajo en equipo y la comunicación. La formación de equipos consistirá en reuniones con líderes y modelos de conducta positivos de la comunidad, oficiales de policía, consejeros de abuso de sustancias y otros profesionales de la comunidad que se dedican, desean, están dispuestos y capaces de ayudar en el proceso de trabajo en equipo y la comunicación.

Six Week Class Schedule Break Down (Short Version)



hat is a fault in someone's character, and what type of faults have I experienced in my past? eciding to change my life, character, and behavior in a positive direction. Learning to resist violen ntrol my anger, and learning how to earn respect from others/ respecting myself.

ow my past actions affect not only my future, but all of those around me. Understanding the nsequences of my actions, and writing out the faults leading up to my offense. Learning how to ake long term goals, and understanding how to reach them.

ecognizing who else is affected by my faults, staring the process of rebuilding the trust I lost, arning to say I am sorry, and following through with actions to prove it. Finding the courage to ologize to my parents/ guardians, and show them I want to change.

arning to serve others, while learning new out looks on life and friends. Understanding what is a od and bad influence/ friend, and learning how to get involved in my school and community. Comi terms with what I need to change in my life in order to not reoffend. Committing to making a posit ange in my life by creating a contract with myself and parent/ guardian.

arning from our past, understanding the mistakes we made, and understanding the lesson they c ach us. Understanding the problem solving process, and learning new tricks to make better cisions in the future.

is week is a makeup week where we go back into detail on topics we did not have enough time fo e also utilize this week to view videos about drug and alcohol resistance. Our parents also receive ditional information on drug and alcohol abuse/ prevention. (Other topics and activities can also vered during this week)

Torres -2016

Filosofías de las 6 semanas (versión corta)

é es una falla en el carácter de una persona, y qué tipo de faltas he experimentado en mi pasado?
cisión de cambiar mi vida, el carácter y la conducta en una dirección positiva. Aprender a resistir
lencia / controlar mi ira, y aprender cómo ganar el respeto de otros / respeten a mí mismo.
ómo mis acciones pasadas afectan no sólo a mi futuro, pero todos los que me rodean. La compre
las consecuencias de mis acciones, y escribir los fallos previos a mi ofensa. Aprender a hacer m
go plazo, y la comprensión de cómo llegar a ellos.
conociendo que más se ve afectada por mis faltas, mirando el proceso de reconstrucción de la
nfianza que perdí, aprender a decir lo siento, y seguir adelante con las acciones que lo demuestra
contrar el valor para pedir disculpas a mis padres / tutores, y mostrarles que quiero cambiar.
render a servir a los demás, mientras enriquecen a cabo se ve en la vida y los amigos. La compre
lo que es una buena y mala influencia / amigo, y aprender cómo participar en mi escuela y la
munidad. Ponerse de acuerdo con lo que tengo que cambiar en mi vida con el fin de no reincidir.
mprometiéndose a hacer un cambio positivo en mi vida mediante la creación de un contrato conn
smo y el padre / tutor.
render de nuestro pasado, la comprensión de los errores que hemos cometido, y la comprensión
ción que nos pueden enseñar. Comprender el proceso de resolver problemas, y aprender nuevos
cos para hacer una mejor decisión en el futuro.
a semana es una semana de maquillaje en el que volver a entrar en detalle sobre temas que no ti
mpo suficiente para. También utilizamos esta semana para ver vídeos sobre drogas y resistencia
ohol. Nuestros padres también recibieron información adicional sobre el abuso de drogas y alcoh
vención. (Otros temas y actividades también pueden ser cubiertos durante esta semana)

t Class Completion Speech Requirements:

ents must state whether or not they are ready to leave their past decisions, behavio
acter behind, and start fresh as they move into their 90 day probation.
student must pledge to everyone present that they will <u>not</u> commit any further offen
e willing to change parts of their lives to show they mean it.
student must indicate what lessons they have learned throughout their six weeks at
a Joya ISD Police Department First Offender Program (this should be a specific list
student is required to list 3 things that they have removed from their lives, and or 3 t
are going to change in their lives.
ents are expected to thank their Parent/ Guardian for bringing them to the 6 classes
these statements must be made in the front of the class, before dismissal. This is
the child's skill set in public speaking, and as reinforcement for all the curriculum t
already received.
student will also be made aware of the mandatory check in policy; that is now to be
emented for all students entering their 90 day probation.
re for a student to comply with this policy can result in an extension of the 90 day
ation period, having to complete additional classes, and or be required to complete
de outpatient program in addition to program perquisites.

dated check in policy terms

bject to change and modification at any time

udents of the La Joya ISD Police Department First Offender Program are required to participat
ndatory check in system once they start their 90 day probation period, or during a school holi
ting at least 1 week including weekends.
ring this time period students are required to make contact with the First Offender Specialist a
ya ISD Police Department between the hours of 8 AM-12 PM and 1 PM-5 PM Tuesday through F
ernatively, accepted check ins will also include: leaving a voice mail for the Specialist if they a
ice, the student may stop by before, or immediately after a scheduled First Offender Program c
turday (no later than 12:15 PM), or the student may contact the specialist via email with an upd
w things are going at home, in school, with their friends, and if they are having any issues with
cit activities.
ce a student has completed the La Joya ISD Police Department First Offender Program, the st
check in with the First Offender Specialist once every 2 weeks. This is meant as a means to kee
the students until they graduate or reach the age to be considered an adult (17 years old).
r parents of the program it is highly encouraged for them to also check in weekly, or twice a we
st for the same purposes of being proactive to prevent recidivism. This is currently not a requi
licy, but this may change in the near future.
lure for a student to comply with this policy can result in an extension of the 90 day probation p
ving to complete additional classes, and or be required to complete an outside outpatient prog
dition to program perquisites.

Thank You For Your Time

Questions?

Again I thank you for your time and attention and I will be contacting some of you for your assistance with presentations to our students and/or parents. I would appreciate it if you can provide me with your contact information today so that you can help assist our students and parents.

If I can be of any assistance, or you would like to volunteer feel free to contact me at….

avid L. Torres
rst Offender Specialist
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ission, Texas 78572
. 956.580.6069 ext. 3500

TEXAS A&M UNIVERSITY

TheChicagoSchool of Professional Psychology



"Transforming Lives, Transforming Communities, One Child at a

Gracias

eguntas?

a vez más les doy las gracias por su tiempo y atención y estaré contacto con algunos de ustedes por su asistencia como untarios a nuestros estudiantes y / o padres. Si puedo ser de una ayuda o les gustaría ser voluntario favor de hablar nmigo....

David L. Torres

Especialista primera vez Delincuentes

Departamento de Policía del Distrito de La Joya

Email: d.torres4@lajoyaisd.net

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Mission, Texas 78572

Tel. 956.580.6069 ext. 3500

AI-53938 Constables 6. A.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct.#1:
Presentation and discussion of the 2015 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 1 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

Attachments

Code

Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2016 08:44 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Joe Espinoza Started On: 03/29/2016 03:19 PM

Final Approval Date: 04/15/2016

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 2 - FULL RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. CONST. PCT. 1
Reporting Date:	03/24/2016
TCOLE Agency Number:	215101
Chief Administrator:	CELESTINO AVILA
Agency Contact Information:	Phone: 956-447-3775 Email: joe.espinosa@co.hidalgo.tx.us Mailing Address: HIDALGO CO. CONST. PCT. 1 1900 Joe Stephens Weslaco, tx 78599

This Agency filed a full report because:
Our agency chooses to fully report even though it qualifies for the partial exemption.

Certification to This Report 2.132 (Tier 2) – Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
HIDALGO CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the HIDALGO CO. CONST. PCT. 1 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the HIDALGO CO. CONST. PCT. 1 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. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO CO. CONST. PCT. 1'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: ***CELESTINO AVILA***
Chief Administrator

HIDALGO CO. CONST. PCT. 1

Date: 03/24/2016

HIDALGO CO. CONST. PCT. 1 Motor Vehicle Racial Profiling Information

Gender:

1. **217** Female
2. **329** Male

3. **546** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity:

4. **0** African
5. **0** Asian
6. **5** Caucasian
7. **541** Hispanic
8. **0** Middle Eastern
9. **0** Native American

10. **546** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity known prior to stop?

11. **0** Yes
12. **546** No

13. **546** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Reason for stop:?

14. **23** Violation of law other than traffic
15. **0** Pre-existing knowledge (i.e. warrant)
16. **433** Moving Traffic Violation
17. **90** Vehicle Traffic Violation (Equipment, Inspection or Registration)

18. **546** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Search conducted?

19. **8** Yes
20. **538** No

21. **546 Total**

Reason for search?

22. **6** Consent
23. **0** Contraband/evidence in plain sight
24. **0** Probable cause or reasonable suspicion
25. **0** Inventory search performed as result of towing
26. **2** Incident to arrest/warrant

27. **8 Total** (must equal line 19)

Contraband discovered?

28. **1** Yes
29. **7** No

30. **8 Total** (must equal line 19)

Description of Contraband

31. **1** Illegal drugs/drug paraphernalia
32. **0** Currency
33. **0** Weapons
34. **0** Alcohol
35. **0** Stolen property
36. **0** Other

37. **1 Total** (must equal line 28)

Arrest result of stop or search:

38. **1** Yes
39. **545** No

40. **546 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Arrest based on:

41. **0** Violation of the Penal Code
42. **0** Violation of a Traffic Law
43. **0** Violation of City Ordinance
44. **1** Outstanding Warrant

Street address or approximate location of the stop:

45. **266** City Street
46. **25** US Highway
47. **255** County Road
48. **0** Private Property or Other

Written warning or a citation as a result of the stop:

49. **441** Yes
50. **105** No

51. **546 Total**

HIDALGO CO. CONST. PCT. 1 has submitted electronically the analysis in PDF format required by 2.134 CCP(c) which contains

(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

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; 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.

I certify the analysis meets the above requirements.

Executed by: ***CELESTINO AVILA***
Chief Administrator

HIDALGO CO. CONST. PCT. 1

Date: 03/24/2016

AI-54248 Sheriff's Office 7. A.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization and approval to de-obligate $30,000.00 from Sheriff's Office Operation Stonegarden 2014 overtime funds to allocate to Mission Police Department.

2. Authorization and approval to de-obligate $30,000.00 from Sheriff's Office Operation Stonegarden 2014 overtime funds to allocate to Pharr Police Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2017	ACCT. #:	6-1284-4XX-00-280-0XX-7-XXX
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available pending approval of AI-54109 (CC Regular 04/19/16).

Attachments

HCSO deobligation BA

Pharr BA

Mission BA

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 03:42 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/15/2016 02:43 PM

Final Approval Date: 04/15/2016

DATE: April 15, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2014 Supplemental

ACCOUNT NUMBER: 6-1284-421-00-280-047-7-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
6-1284-421-00-280-047-7-131	Operation Stonegarden--Overtime	(55,327.14)
6-1284-421-00-280-047-7-220	Operation Stonegarden--FICA	(1,937.53)
6-1284-421-00-280-047-7-230	Operation Stonegarden--Retirement	(1,684.25)
6-1284-421-00-280-047-7-260	Operation Stonegarden--Worker's Comp.	(1,051.08)
	TOTAL APPROPRIATIONS	(60,000.00)
6-1284-331-12-280-047-7-000	OPERATION STONEGARDEN	(60,000.00)
	TOTAL REVENUES	(60,000.00)

REASON: **To de-obligate $30,000 from Hidalgo County to transfer to City of Mission and $30,000 to transfer to City of Pharr for the FY2014 Operation Stonegarden Grant Supplemental awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-03**

Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATT

/ /

DATE

[EST COUNTY CLERK

DATE: April 15, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Pharr
ACCOUNT NUMBER: 6-1284-480-00-280-053-7-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
6-1284-480-00-280-053-7-131	Stonegarden City of Pharr--Overtime	25,327.14
6-1284-480-00-280-053-7-220	Stonegarden City of Pharr--FICA	1,937.53
6-1284-480-00-280-053-7-230	Stonegarden City of Pharr--Retirement	1,684.25
6-1284-480-00-280-053-7-260	Stonegarden City of Pharr--Workman's Comp.	1,051.08
	TOTAL APPROPRIATIONS	30,000.00
6-1284-331-12-280-053-7-000	Operation Stonegarden 2014--City of Pharr	30,000.00
	TOTAL REVENUES	30,000.00

REASON: **To appropriate additional funds for the Operation Stonegarden 2014 Supplemental Sub-Repicient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-03
Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: April 15, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 6-1284-480-00-280-054-7-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
6-1284-480-00-280-054-7-131	Stonegarden City of Mission--Overtime	30,000.00

	TOTAL APPROPRIATIONS	30,000.00
6-1284-331-12-280-054-7-000	Operation Stonegarden 2014--City of Mission	30,000.00
	TOTAL REVENUES	30,000.00

REASON: **To appropriate additional funds for the Operation Stonegarden 2014 Supplemental Sub-Repicient Grant Award tothe City of Mission from the Department of Homeland Security FEMA. Transfer of supplemental funds from HCSO to City of Mission.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-03
Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

April 15, 2016

To: Manuel Padilla
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Abelino Reyna
United States Border patrol
Rio Grande Valley Sector
Operations Officer, Operation Stonegarden

RE: Transfer of funds under 2014 OPSG Funds

Dear Chief Padilla,

The 2014 Operation Stonegarden performance grant period will end June 30, 2016. Total funding awarded to Hidalgo County under Operation Stonegarden 2014 was $4,674,438.00. These funds were shared with seventeen (17) local law enforcement agencies which were invited to participate in 2014 Operation Stonegarden.

The Hidalgo County Sheriff's did request and receive a supplemental amount of $400,000.00 in Operation Stonegarden 2014 funds. We did reach out to our participating agencies which had expended their funds and offered them additional funds.

The Mission Police Department was awarded $300,000.00; however, they have already exhausted all of their funds. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in funding in order to assist Mission Police Department to continue with the operation.

Sheriff's Office to Mission Police Department:

(30,000.00) (Overtime from Sheriff's Office)
($30,000.00) Total De-obligation

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

$30,000.00 (Overtime) to Mission Police Department
$30,000.00 Total Appropriation

Pharr Police Department:

The Pharr Police Department was awarded $300,000.00; however, they have already expended all of their funds. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in funding in order to assist the Pharr Police Department to continue with the operation.

($30,000.00) (Overtime from Sheriff's Office)
($30,000.00) Total De-obligation

$30,000.00 (Overtime) to Pharr Police Department
$30,000.00 Total Appropriation

$60,000.00 TOTAL

From Line Item	Amount	To Line Item	Amount
Overtime -Sheriff's Office	**$30,000.00**	**Overtime - Mission Police Department**	**$30,000.00**
Overtime/Fringe-Sheriff's Office	**$30,000.00**	**Overtime/Fringe-Pharr Police Department**	**$30,000.00**
		TRANSFER Total: $60,000.00	

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

AI-54109 Sheriff's Office 7. B.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2014 Supplemental award of $400,000.00 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to pay Overtime reimburseable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor of the FY 2014 Operation Stonegarden Supplemental.
4. Approval to appropriate the budget for the Sheriff's Office FY2014 supplemental in the amount of $370,000.00.
5. Approval to appropriate the budget for the City of Edinburg FY 2014 supplemental in the amount of $30,000.00.

BACKGROUND

Grant Number: EMW-2014-SS-00029 (Federal)
14-GA-48215-04 (SAA--State Administrative Agency)

Original grant award amount: $4,674,438.00 (AI #49710 5/19/15)

Supplemental award amount: $400,000.00

Revised grant award amount: $5,074,438.00.

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 6-1284-421-00-280-047-7-XXX

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

BUDGETARY IMPACT:

No local match is required. Approval to accept supplemental award and appropriation of funds.

6-1284-331-12-280-047-7-000 SHERIFF OPSG REVENUES

FISCAL YEAR: 2017 ACCT. #: 6-1284-480-00-280-088-7-XXX

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

BUDGETARY IMPACT:

No local match required. Approval of appropriation of funds.

6-1284-331-12-280-088-7-XXX EDINBURG OPSG-REVENUES

Attachments

Edinburg Appropriation

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HCSO Appropriation

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Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/07/2016 05:09 PM
Budget & Management	Veronica Ortiz	04/08/2016 10:16 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/07/2016 04:08 PM

Final Approval Date: 04/15/2016

DATE: April 15, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2014- City of Edinburg

ACCOUNT NUMBER: 6-1284-480-00-280-088-7-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
6-1284-480-00-280-088-7-131	EDINBURG OPSG-OVERTIME PAY	23,715.42
6-1284-480-00-280-088-7-220	EDINBURG OPSG-FICA	1,814.23
6-1284-480-00-280-088-7-230	EDINBURG OPSG-Retirement	3,486.17
6-1284-480-00-280-088-7-260	EDINBURG OPSG-Worker's Comp.	984.18
	TOTAL APPROPRIATIONS	30,000.00
6-1284-331-12-280-088-7-000	EDINBURG OPSG REVENUES	30,000.00
	TOTAL REVENUES	30,000.00

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Supplemental awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-01

Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

Texas Department of Public Safety

2014 Grant Adjustment Notice
for

Hidalgo County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: April 15, 2016	**Prepared By: Mendez, Arturo**	**3. SAA Award Number:** 14-GA 48215-04

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$5,074,438.00

Grant Period:	
From:	**To:**
Sep 1, 2014	**Jun 30, 2016**

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

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Jamie Youngs
Senior Manager
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:



11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	**Signature of Sub-Recipient Official:**	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	**DUNS Number:**	**Date Signed :**

DUE DATE: April 30, 2016 **Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.**

2014 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

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

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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

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

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.

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

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

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

3. Environmental Review

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

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

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

Historical Preservation Office.

4. Funding Obligations

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

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

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

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

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

5. Performance Period

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

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

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

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

B. Cost Principles

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

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

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

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

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 14, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards: http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

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

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this Grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

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

8. Operation Stonegarden (OPSG) Specific Conditions

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

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's Grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

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

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

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

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Sub-recipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. Restrictions and General Conditions

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

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

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

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

E. Cost Categories. There may be limitations on the use of HSGP and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning

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

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

G. Notices. All notices or communications required or permitted to be given by either Party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other Party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

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

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

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited
and additional resources on http://www.lep.gov.

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

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

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

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

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

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

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

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

JJ. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. Other Requirements

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

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

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

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using Grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make Grant funded resources available to other jurisdictions through mutual aid http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

12. Monitoring

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

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

13. Audit

A. Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26).

B. Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

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

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

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

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

14. Retention and Accessibility of Records

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

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

C. Inclusion in Subcontracts. Sub-recipient shall include the substance of this in all subcontracts.

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

15. Legal Authority

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

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

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

16. Notice of Litigation and Claims

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

17. No Liability for Employees and Officers

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

18. 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.

19. Changes and Amendments

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

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

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

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

20. 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.

21. Venue

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

22. Suspension

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

23. Termination

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

1. The reason(s) for such termination;

2. The effective date of such termination; and

3. In the case of partial termination, the portion of this Grant to be terminated.

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

24. Enforcement

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

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

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

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

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

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

25. Conflict of Interest

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

26. Closing of this Grant

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

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

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official	Date

Exhibit C

Certifications

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

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

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

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

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

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

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

DATE: April 15, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2014

ACCOUNT NUMBER: 6-1284-421-00-280-047-7-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
6-1284-421-00-280-047-7-131	SHERIFF OPSG-OVERTIME PAY	230,402.84
6-1284-421-00-280-047-7-220	SHERIFF OPSG-FICA	17,625.82
6-1284-421-00-280-047-7-230	SHERIFF OPSG-Retirement	25,920.32
6-1284-421-00-280-047-7-250	SHERIFF OPSG-Unemployment Comp.	1,152.01
6-1284-421-00-280-047-7-260	SHERIFF OPSG-Worker's Comp.	4,898.78
6-1284-421-00-280-047-7-581	SHERIFF OPSG-Travel in County	90,000.23
	TOTAL APPROPRIATIONS	370,000.00
6-1284-331-12-280-047-7-000	SHERIFF OPSG REVENUES	370,000.00
	TOTAL REVENUES	370,000.00

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Supplemental awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

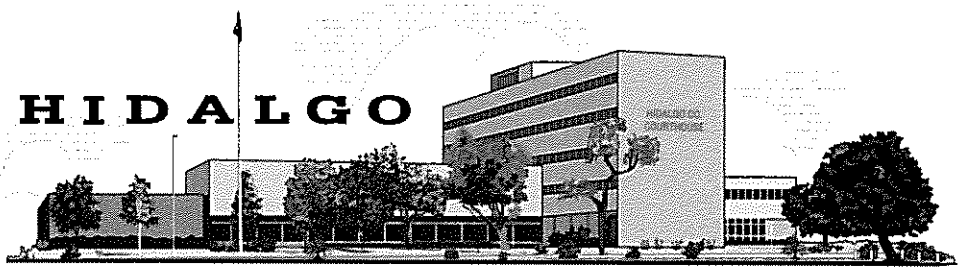
Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-03

Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 15, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$400,000.00	Award No. EMW-2014-SS-00029 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/18/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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, 398TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-54109 **Sheriff's Office 9. B.**

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2014 Supplemental award of $400,000.00 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to pay Overtime reimburseable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor of the FY 2014 Operation Stonegarden Supplemental.
4. Approval to appropriate the budget for the Sheriff's Office FY2014 supplemental in the amount of $370,000.00.
5. Approval to appropriate the budget for the City of Edinburg FY 2014 supplemental in the amount of $30,000.00.

BACKGROUND

Grant Number: EMW-2014-SS-00029 (Federal)
14-GA-48215-04 (SAA--State Administrative Agency)

Original grant award amount: $4,674,438.00 (AI #49710 5/19/15)

Supplemental award amount: $400,000.00

Revised grant award amount: $5,074,438.00.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-047-7-XXX

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

BUDGETARY IMPACT:

No local match is required. Approval to accept supplemental award and appropriation of funds.

6-1284-331-12-280-047-7-000 SHERIFF OPSG REVENUES

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-480-00-280-088-7-XXX

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

BUDGETARY IMPACT:

No local match required. Approval of appropriation of funds.

6-1284-331-12-280-088-7-XXX EDINBURG OPSG-REVENUES

Attachments

Edinburg Appropriation
GAN
HCSO Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/07/2016 05:09 PM
Budget & Management	Veronica Ortiz	04/08/2016 10:16 AM
Final Approval		
Form Started By: Maria Del Rosario Gonzalez		Started On: 04/07/2016 04:08 PM

Hector Sandoval

From: Rosie Gonzalez [rosieg@hidalgoso.org]
Sent: Friday, April 15, 2016 2:54 PM
To: Hector Sandoval
Cc: Deborah Fischer
Subject: FW: Certification of Revenues OPSG 14 Supplemental AI 54109

Importance: High

Good afternoon Hector,

Would you please complete a Certification of Revenues for the OPSG 2014 Supplemental Award Incentive in the amount of $400,000.00
Account # 6-1284-421-00-280-047-7-XXX.

The agenda item is AI #54109.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

Texas Department of Public Safety

2014 Grant Adjustment Notice
for
Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: April 15, 2016	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-GA 48215-04

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$5,074,438.00

Grant Period:	
From:	**To:**
Sep 1, 2014	**Jun 30, 2016**

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

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Jamie Youngs
Senior Manager
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:



11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	**DUNS Number:**	**Date Signed :**

DUE DATE: April 30, 2016 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2014 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

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

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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

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

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.

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

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

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

3. Environmental Review

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

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

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

Historical Preservation Office.

4. Funding Obligations

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

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

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

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

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

5. Performance Period

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

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

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

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

B. Cost Principles

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

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

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

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

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 14, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards: http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

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

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this Grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

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

8. Operation Stonegarden (OPSG) Specific Conditions

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

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's Grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

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

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

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

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Sub-recipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. Restrictions and General Conditions

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

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

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

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

E. Cost Categories. There may be limitations on the use of HSGP and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning

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

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

G. Notices. All notices or communications required or permitted to be given by either Party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other Party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

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

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

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited
and additional resources on http://www.lep.gov.

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

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

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

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

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

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

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

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

JJ. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. Other Requirements

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

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

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

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using Grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make Grant funded resources available to other jurisdictions through mutual aid http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

12. Monitoring

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

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

13. Audit

A. Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26).

B. Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

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

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

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

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

14. Retention and Accessibility of Records

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

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

C. Inclusion in Subcontracts. Sub-recipient shall include the substance of this in all subcontracts.

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

15. Legal Authority

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

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

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

16. Notice of Litigation and Claims

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

17. No Liability for Employees and Officers

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

18. 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.

19. Changes and Amendments

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

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

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

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

20. 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.

21. Venue

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

22. Suspension

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

23. Termination

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

1. The reason(s) for such termination;

2. The effective date of such termination; and

3. In the case of partial termination, the portion of this Grant to be terminated.

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

24. Enforcement

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

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

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

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

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

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

25. Conflict of Interest

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

26. Closing of this Grant

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

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

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date

Exhibit C

Certifications

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

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

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

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

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

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

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

DATE: April 15, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2014

ACCOUNT NUMBER: 6-1284-421-00-280-047-7-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
6-1284-421-00-280-047-7-131	SHERIFF OPSG-OVERTIME PAY	230,402.84
6-1284-421-00-280-047-7-220	SHERIFF OPSG-FICA	17,625.82
6-1284-421-00-280-047-7-230	SHERIFF OPSG-Retirement	25,920.32
6-1284-421-00-280-047-7-250	SHERIFF OPSG-Unemployment Comp.	1,152.01
6-1284-421-00-280-047-7-260	SHERIFF OPSG-Worker's Comp.	4,898.78
6-1284-421-00-280-047-7-581	SHERIFF OPSG-Travel in County	90,000.23
	TOTAL APPROPRIATIONS	370,000.00
6-1284-331-12-280-047-7-000	SHERIFF OPSG REVENUES	370,000.00
	TOTAL REVENUES	370,000.00

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Supplemental awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-03

Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: April 15, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2014- City of Edinburg

ACCOUNT NUMBER: 6-1284-480-00-280-088-7-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
6-1284-480-00-280-088-7-131	EDINBURG OPSG-OVERTIME PAY	23,715.42
6-1284-480-00-280-088-7-220	EDINBURG OPSG-FICA	1,814.23
6-1284-480-00-280-088-7-230	EDINBURG OPSG-Retirement	3,486.17
6-1284-480-00-280-088-7-260	EDINBURG OPSG-Worker's Comp.	984.18
	TOTAL APPROPRIATIONS	30,000.00
6-1284-331-12-280-088-7-000	EDINBURG OPSG REVENUES	30,000.00
	TOTAL REVENUES	30,000.00

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Supplemental awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-01

Grant Period: September 1, 2014 to June 30, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Executive Office 8. A.

AI-54224

CC - REGULAR
Meeting Date: 04/19/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Status update regarding Indigent Defense Grant Funding

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 11:47 AM
Final Approval	Veronica Ortiz	04/15/2016 11:51 AM

Form Started By: Monica Badillo Started On: 04/15/2016 09:16 AM
Final Approval Date: 04/15/2016

Executive Office 8. B.

AI-54195

CC - REGULAR
Meeting Date: 04/19/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution in support of Galveston County Commissioners Court in the matter of The Hon. Lonnie Cox v. The Hon. Mark Henry, Cause No. 15CV0583, Galveston County

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2016 03:09 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Monica Badillo Started On: 04/14/2016 09:30 AM
Final Approval Date: 04/15/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

RESOLUTION

WHEREAS, Texas statutes provide for the orderly conduct of county business and include provisions addressing staffing for the county and district courts in a county;

WHEREAS, the Texas Government Code and Texas Local Government Code set forth the process by which elected district, county, and precinct officers may appoint deputies, assistants, clerks, and other employees that are required in the performance of the officer's duties and which provide the means for setting compensation for each such position;

WHEREAS, the Texas Constitution grants district courts limited supervisory authority over county commissioners courts that can be invoked only when a commissioners court acts beyond its jurisdiction or when the commissioners court clearly abuses the discretion conferred upon it by law;

WHEREAS, there exists almost 90 years of judicial precedent holding that a district court may not assume supervisory authority over a county commissioners court and thereby usurp the constitutional authority given county commissioners courts as the chief executive and legislative body over county business, including budget matters, and county governmental affairs;

WHEREAS, a district court's inherent power to require the legislative and executive branches of government to provide essential staffing for the court to perform its judicial functions has long been recognized by the courts of Texas to limited;

WHEREAS, the county commissioners courts of Texas, are the primary authority responsible for setting annual budgets and the only authority for levying taxes on county residents to fund such budgets;

WHEREAS, in the matter of *The Hon. Lonnie Cox v The Hon. Mark Henry,* Cause No. 15CV0583, Galveston County, these fundamental principles for the orderly conduct of county business are at issue;

WHEREAS, any appellate court decision in the case is likely to have statewide impact of profound importance to all counties in the state:

NOW THEREFORE BE IT RESOLVED, that the Commissioners Court of Hidalgo County, Texas supports the efforts of the Galveston County Commissioners Court to defend: (1) the well-defined authority of county commissioners courts in budget matters within each county and (2) constitutional principles of due process and separation of powers applicable to district court review of county commissioners courts decisions; and

Be It Further Resolved, that the Commissioners Court of Hidalgo County, Texas urges other counties to support the Galveston County Commissioners County through appropriate means, such as resolutions of support and amicus curiae.

PASSED AND APPOVED by the Commissioners Court of Hidalgo County on the _____ day of April, 2016.

Commissioners Court of Hidalgo County, Texas

By: _____
Ramon Garcia, County Judge

_____
A.C. Cuellar, Jr.
Commissioner, Pct. 1

_____
Eduardo "Eddie" Cantu
Commissioner, Pct. 2

_____
Joe M. Flores, Jr.
Commissioner, Pct. 3

_____
Joseph Palacios
Commissioner, Pct. 4

ATTEST:

_____
Arturo Guajardo Jr. County Clerk

AI-54257

Executive Office 8. C.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted By: Yvette Salinas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Colonia Access Program:
Discussion and possible action for approval of Funding Agreement for Border Colonia Access Program Amendment No. 10, Third Call for the following:
1.) The Amendment will approve the transfer of funds previously awarded to Hidalgo County for use on alternative eligible County colonia projects and authorizes the use of available funds to cover excess costs on certain projects;
2.) Possible approval of extension (date to be determined).
3.) Approval for County Judge to sign Funding Agreement for Border Colonia Access Program Amendment No. 10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 04:33 PM
Glinda Pacheco	Veronica Ortiz	04/15/2016 04:58 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Yvette Salinas Started On: 04/15/2016 04:12 PM
Final Approval Date: 04/15/2016

Executive Office 8. D.

AI-54076

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Julia Sullivan, PUBLIC AFFAIRS
Submitted By: Julia Sullivan, PUBLIC AFFAIRS
Department: PUBLIC AFFAIRS

Information

CAPTION

United Blood Services has requested approval to host blood drives on Monday, May 9 and Wednesday, Nov. 30 at the County Courthouse, 100 N. Closner Blvd. in Edinburg and on Wednesday, Aug. 3 at the Administration Building, 2802 S. Bus. 281 in Edinburg. The Blood Mobile will be on site from 10:30 a.m. to 2:30 p.m. on the dates approved for the blood drive.

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2016 09:16 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Julia Sullivan Started On: 04/06/2016 11:49 AM
Final Approval Date: 04/15/2016

United Blood Services

1400 S. 6th Street / McAllen, TX 78501
Office (956) 213-7500 / 1 (800) 827-4376

April 15, 2016

Jane Lopez
Hidalgo County Courthouse
100 North Closner Blvd.
Edinburg, TX 78539

Dear Jane:

Thank you for your willingness to help our community by continuing to coordinate blood drives.

It's the time of the year when we begin scheduling blood drives for the coming year. By planning ahead, we can work together to make sure we have the staff and equipment available to provide a good blood drive experience for your donors. This kind of advance planning is critical if we are to successfully meet anticipated community blood needs.

I'm enclosing a proposed blood drive schedule for your organization. It's important that you review and confirm these plans, and make any arrangements that may be required for the blood drive site.

We're putting our calendar together now, so I ask that you return this attachment within 7 business days from the date of this letter, or as soon as you can. If any of the proposed dates won't work for your organization, kindly edit that drive information and suggest alternate dates or arrangements. We will be in touch with you to finalize any revisions.

If you have any questions, please call me at (956) 331-5566.

More than half of the nation's blood supply is collected at blood drives like yours. Your continued enthusiastic support ensures that blood will be available for those in need. Of course, we count on your donors' generosity as well. In appreciation, we now share even more health indicators with donors (in addition to total cholesterol results), that include: Blood Pressure, Pulse Rate/Regularity, Hemoglobin, Temperature and Body Mass Index. This data, captured during the interview before each donation, can be useful to donors as they manage their health. I'd be happy to share more details about this exciting new benefit when we meet.

Thank you for being a hero.

Sincerely,

Roberto Repreza

Roberto Repreza
DR
UBS McAllen
(956) 331-5566
lrepreza@bloodsystems.org

Proposed Blood Drives for your Review

Name: Jane Lopez

Sponsor: Hidalgo County Courthouse

Location: 100 North Closner Blvd.
Edinburg, TX 78539

Drive # per Year	Drive Date	Start Time	End Time	# of Donations	Drive Location
1	Monday, 5/9/16	10:30 am	2:30 pm	15	Bloodmobile
2	Wednesday, 8/3/16	10:30 am	2:30 pm	15	Bloodmobile
3	Wednesday, 11/30/16	10:30 am	2:30 pm	15	Bloodmobile
4					
5					
6					

Instructions:

1. Please review the above information:
   a. **Check carefully the Day(s), Date(s), Time(s), Goal, and Location(s)** listed.
   b. **Ensure site is available, reserving it if necessary.**
   c. **Forward this information to all concerned parties** in your organization who assist with blood drive planning.
2. If there are **no changes**, please **initial by each drive to approve it.**
3. If **changes** are required:
   Cross out the listed drive and write in requested change(s)

Sign here:
Name: _____ Date: _____

Please return via fax or mail and retain a copy for your records.

RETURN INFORMATION - Due 7 Days from date of this letter

FAX TO: (956) 213-7549
Attn: Roberto Repreza

MAIL TO: United Blood Services
Donor Recruitment
Attn: Roberto Repreza

1400 S. 6th Street
McAllen, TX 78501

AI-54176 Executive Office 8. E.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Federal Express in the amount of $1,691.70 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 11/13/15 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Federal Express Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2016 01:18 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Aida Alvarez Started On: 04/13/2016 10:26 AM

Final Approval Date: 04/15/2016

VOID VOID VOID

FedEx

30 FedEx Parkway
Collierville, TN 38017
1st Floor Horizontal
412-747-4256

BANK OF AMERICA
Atlanta, GA

0000754805

US Dollars

Date Apr/06/2016

Pay Amount $1,691.70***

Pay ****ONE THOUSAND SIX HUNDRED NINETY-ONE AND 70 / 100 DOLLAR****

To The Order Of COUNTY OF HIDALGO
9805 N 10TH ST
MCALLEN, TX 78504-

Authorized Signature
VOID AFTER SIX MONTHS

⑈0000754805⑈ ⑆061112788⑆ 329904528⑈

Name
COUNTY OF HIDALGO

Vendor Number
PL00689395

Check Date: April/06/2016
Check No. 0000754805
Handling Code B

Invoice Number	Invoice Date	Business Unit	Voucher ID	Gross Amount	Discount Available	Paid Amount
11132015	03/31/2016	10007	03472771	1,691.70	0.00	1,691.70
2015316658	2015-11-13					
Grand Totals					**$0.00**	**$1,691.70**

unit 646

Invoice

Collision Masters, Inc.

11700 North Rooth
Edinburg, TX 78541

Phone (956) 380-3368 Fax (956) 380-0822

No: 22179
Scheduled In Date 1/8/2016
Delivered Date
Service Rep: CRUZ GARCIA
Page 1
PO No:

Name

SHERIFFS DEPARTMENT
711 EL CIBALO RD
EDINBURG, TX 78539

(956) 393-6024

Service Item

15 Chevrolet Tahoe Police 4 DR Wagon
Lic: TX
Vin 1GNLC2EC0FR706822 Color BLACK
Mileage In: Out:
Paint Code: Trim Code:

Insurance Company

FLEET ACCOUNT

Adjuster

Notes

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	5.20	38.00	197.60	0.00%	.00	
ML	Mechanical Labor	1.50	75.00	112.50	0.00%	.00	
NP	NonTaxable Part			595.00	0.00%	.00	
NS	NonTaxable Sublet			65.00	0.00%	.00	
PM	Paint Materials			231.40	0.00%	.00	
RL	Refinish Labor	8.90	38.00	338.20	0.00%	.00	
ESTIMATE TOTALS				**1,539.70**		**.00**	**1,539.70**

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	4.00	38.00	152.00			
SUPPLEMENT TOTALS				**152.00**		**.00**	**152.00**

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	9.20	38.00	349.60	0.00%	.00	349.60
ML	Mechanical Labor	1.50	75.00	112.50	0.00%	.00	112.50
NP	NonTaxable Part			595.00	0.00%	.00	595.00
NS	NonTaxable Sublet			65.00	0.00%	.00	65.00
PM	Paint Materials			231.40	0.00%	.00	231.40
RL	Refinish Labor	8.90	38.00	338.20	0.00%	.00	338.20
INVOICE TOTALS				**1,691.70**		**.00**	**1,691.70**

An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of costs incurred by in collecting amounts owed for repairs on the above vehicle I also hereby make, constitute and appoint you and/or your employees as my true lawful attorney for me and in my name, place, and stead to ask, demand, collect, sign for and receive all such sums of money which are or shall be due owing, payable and belonging to me, or detained from me, related to the vehicle herein described. This includes full power and authority to sign my name to all checks, drafts, and/or negotiable instruments related to or arising out of work done by you and/or your employees on the above mentioned vehicle

Signature: _____ Date: 02/05/16

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R.O. #: 735607

Invoice Received By: _____ On: 2-5-16

Goods/Services Received By: _____ On: 2-5-16

AI-54223

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Discussion, consideration, and approval to implement a "Third Year Bar Card" program in the Public Defender's Office, in accordance with rules and regulations governing the participation of qualified third year law students in the representation of public defender cases in Hidalgo County. The law student will perform under the supervision of a licensed public defender, as per the requirement of temporary trial card rules and provisions issued by the Bench and Bar of the State of Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 02:44 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Diana Munoz Started On: 04/15/2016 08:44 AM
Final Approval Date: 04/15/2016

AI-54159

Human Resources 9. B.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel action, effective next full pay period, 05/02/16:

Action	Dept/Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	280-001	0412	Administrative Assistant I	$24,810.00	($24,810.00)
Create	280-001	0424	Technician I	$0.00	$24,810.00

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No Budgetary Impact

Attachments

Fiscal Note
pars

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 08:17 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM
Form Started By: Diana Munoz		Started On: 04/11/2016 04:30 PM

Final Approval Date: 04/15/2016

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, April 19, 2016** **Agenda Item:** **54159**

Summary of request/proposal:
Sheriff's Office (1100)-
Approval of the following personnel actions, effective 05/02/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Administrative Assistant I	0412	113	24,810.00	0.00	(24,810.00)
1100	Technician I	0424	113	0.00	24,810.00	24,810.00
				24,810.00	24,810.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	$0.00
6-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
6-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
6-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$0.00
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: **No Budgetary Impact**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 11 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) **DATE:** 3-29-2016

CURRENT POSITION TITLE: ADMIN. ASSISTANT I (istrative DT) **CURRENT SLOT. #:** 001-412

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

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

POSITION SALARY REQUEST:

Salary Amount: $ 24,810.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (24,810.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Savings from deleted to fund new position.

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Position will be deleted.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 4-10-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/12/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/18/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 11 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280 -001) **DATE:** 3-29-2016

CURRENT POSITION TITLE: ~~TECHNICIAN I~~ Tech. **CURRENT SLOT. #:** 001-424

REQUESTED POSITION TITLE: Technician I
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 24,810.00 (Proposed Budgeted Salary) $ 24,810.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position.

POSITION Type:

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

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

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Re-organization of personnel, funded from a deleted position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 4-10-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/12/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/19/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

TECHNICIAN I

GENERAL DESCRIPTION

Provide first level PC technical support for all County employees and remote sites.Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides first level PC technical support for all County employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the County

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against County purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Associate's degree

Three (3) years of related experience may be substitute for education

Certificates, Licenses, & Registration

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

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

Human Resources 9. C.

AI-54226

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

PCT 4 Road Maintenance (1200):
1. Discussion, consideration, and approval of the following personnel actions effective, next pay period:

Action	Dept/Prog	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0046	Equipment Operator I	$23,705.00	$0.00
Delete	124-007	0035	Equipment Operator II	$25,258.00	$0.00
Delete	124-007	0047	Equipment Operator II	$23,705.00	$0.00
Create	124-007	0082	Coordinator II	$0.00	$42,521.00
Create	124-007	0083	Equipment Operator II	$0.00	$30,147.00

2. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
NO BUDGETARY IMPACT

Attachments

Fiscal Note
pars

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 11:49 AM

Human Resources	Debbie Tamez	04/15/2016 04:51 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Diana Munoz Started On: 04/15/2016 10:05 AM

Final Approval Date: 04/15/2016

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, April 19, 2016**

Agenda Item: **54226**

Summary of request/proposal:
Pct 4 Rd Maintenance (1200)-
Approval of the following personnel actions, effective 05/02/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Equipment Operator I	0046	113	23,705.00	0.00	(23,705.00)
1200	Equipment Operator II	0035	113	25,258.00	0.00	(25,258.00)
1200	Equipment Operator II	0047	113	23,705.00	0.00	(23,705.00)
1200	Coordinator II	0082	113	0.00	42,521.00	42,521.00
1200	Equipment Operator II	0083	113	0.00	30,147.00	30,147.00
				72,668.00	72,668.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0-	113	PCT 4 RD MAINTENANCE-	REG F/T EMPLOYEES	$0.00
6-1200-431-00-124-007-0-	211	PCT 4 RD MAINTENANCE-	HEALTH INSURANCE	$0.00
6-1200-431-00-124-007-0-	212	PCT 4 RD MAINTENANCE-	LIFE INSURANCE	$0.00
6-1200-431-00-124-007-0-	220	PCT 4 RD MAINTENANCE-	FICA	$0.00
6-1200-431-00-124-007-0-	230	PCT 4 RD MAINTENANCE-	RETIREMENT	$0.00
6-1200-431-00-124-007-0-	250	PCT 4 RD MAINTENANCE-	UNEMPLOYMENT COMP	$0.00
6-1200-431-00-124-007-0-	260	PCT 4 RD MAINTENANCE-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: **No Budgetary Impact**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 18 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124 -007) Road Maintenance **DATE:** 4/15/2016

CURRENT POSITION TITLE: ~~Heavy~~ Equipment Operator I **CURRENT SLOT. #:** 0046

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

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

POSITION SALARY REQUEST:

Salary Amount: $ $23,705.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($23,705.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other Department is no longer in need of this position

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization plan

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

N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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 4-18-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/18/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/19/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 18 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4/124 Road Maintenance (124-007) **DATE:** 4/15/2016

CURRENT POSITION TITLE: ~~Heavy~~ Equipment Operator II Dm. **CURRENT SLOT. #:** 0035

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

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

POSITION SALARY REQUEST:

Salary Amount: $ $25,258.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-$25,258.00) (Net Change) OT OT

Position to be funded from one of the following:

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

☑ Other Department is no longer in need of this position

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization Plan

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

N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

This position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	4-18-16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	4/18/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4/18/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 18 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124-007) Road Maintenance **DATE:** 4/15/2016

CURRENT POSITION TITLE: ~~Heavy~~ Jr. Equipment Operator II **CURRENT SLOT. #:** 0047

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

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

POSITION SALARY REQUEST:

Salary Amount: $ $23,705.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($23,705.00) DT (Net Change)

Position to be funded from one of the following:

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

☐ Other Department is no longer in need of this position

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization plan

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

N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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 4-18-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/18/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/18/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 4/124 - Road Maintenance (124-007) **DATE:** 4/13/16

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 007-0083

REQUESTED POSITION TITLE: Coordinator II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ $42,521.00 (Proposed Budgeted Salary) $ ~~$~~42,521.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Will be funded by deleted position

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 reorganization plan (will create slot # 007-0082)

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

N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/18/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/18/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #4

COORDINATOR II

GENERAL DESCRIPTION

Performs complex (journey-level) program/department coordination work planning, developing, and implementing program or service activities and providing consultative services and technical assistance to program staff, governmental agencies, community organizations, or the public. May assign and/or supervise the work of others. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops and implements various county programs and/or services depending on the department assigned

Develops and conducts surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

Prepares justification for implementation procedural or policy changes

Prepares performance reports and recommends appropriate changes.

Participates in program and/or department planning, development, and implementation

Assists in analyzing operations and reviews reports, makes recommendations and provides justifications when needed

Assists in analyzing the applications and variations of programs to develop an action plan to improve the department

Provides consultative services and technical assistance to plan, implement, and monitor effective programs and services

Act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

Reviews research findings relative to programs and/or services being developed

Reviews information on service delivery system methods, outputs, and activities to identify gaps in resources, and recommends improvements

May assign and/or supervise the work of others

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in department coordination, business management, or a related field related to the specific program or department

Graduation from an accredited four (4) year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment

Two (2) years of experience may be substituted for one (1) year of education

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

Certificates, Licenses & Registrations

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; and to communicate effectively

Good verbal and written communication and presentation skills

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 18 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124 - 007) Road Maintenance **DATE:** 4/15/2016

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 007-0083

REQUESTED POSITION TITLE: ~~Heavy~~ Equipment Operator II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ $30,147.00 (Proposed Budgeted Salary) $ $30,147.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from deleted positions

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization Plan (Will Create slot # 007-0083)

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

N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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 4-18-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/18/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/18/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #4

DT ~~HEAVY~~ EQUIPMENT OPERATOR II

GENERAL DESCRIPTION

Performs routine (journey-level) road construction and maintenance work; Work involves the specialized operation of light, medium, and heavy equipment used for road repair, maintenance, and construction programs; Works under general supervision with some latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs all tasks that can be performed by a Heavy Equipment Operator I plus the following additional tasks:

Grade roads, spread caliche and assist in the construction and opening of new roads

May clean / clear or build bar ditches according to surrounding ground elevations and availability of drainage

Examines vehicles for needed repairs and routine maintenance and reports necessary repairs

Operates a variety of types of gasoline and diesel equipment and light, medium and heavy equipment involved in road construction and maintenance projects, such as backhoes, front-end loaders, forklifts, dump trucks, and related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance / manual labor as required

Loads trucks; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads trucks

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light, medium and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

Shred road right-of- way

May assist during emergency situations such as floods, severe weather, and accidents

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of two (2) years of experience working with light, medium and heavy equipment

Must have the ability and the knowledge to make minor repairs and adjustments to assigned equipment

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registrations

Texas Commercial Driver's License (CDL – Class C) 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 construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; and to work effectively with the public

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

Skill in operating heavy equipment effectively and safely

Ability to perform strenuous work in outdoors

Ability to understand and follow oral instructions

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

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

Knowledge to perform basic math

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

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 twenty five (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

AI-54231

HIDTA - Task Force 10. A.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted By: Nelda Olivarez, HIDTA
Department: HIDTA

Information

CAPTION

HIDTA Other Shrg (1251):
Approval of 2016 appropriation of funds for HIDTA Other Shrg in the amount of $650,000.00 for aid to government agencies.

BACKGROUND

The Memorandums of Understanding between the Hidalgo County HIDTA Task Force and the City of Clarkston Police Department was approved by Commissioners' Court on 10/27/15 (AI#51926).
As per MOU, HIDTA agreed to share forfeited proceeds with participating law enforcement agencies.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1251-480-00-270-020-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 4/15/16.
Revenue Account: 6-1251-352-30-270-011-0-000

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 02:45 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Nelda Olivarez Started On: 04/15/2016 11:17 AM
Final Approval Date: 04/15/2016

DATE: April 15, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-11-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1251-480-00-270-020-0-	841	AID TO GOVERNMENTAL AGENCIES	$	650,000.00
		TOTAL APPROPRIATIONS	**$**	**650,000.00**
6-1251-352-30-270-011-0-	000	**REVENUES**	**$**	**650,000.00**

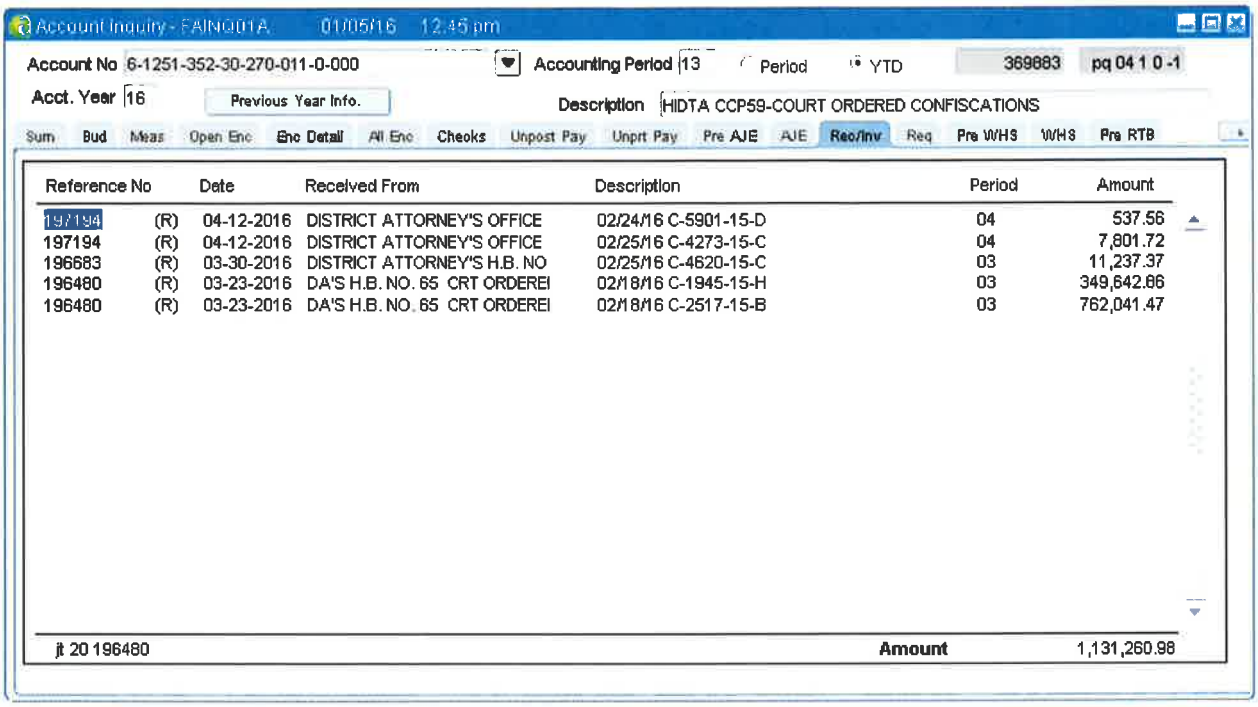
There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ ___/___/___ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1251-352-30-270-011-0-000
Accounting Period 13
Period
YTD
369683
pq 04 1 0 -1
Acct. Year 16
Previous Year Info.
Description HIDTA CCP59-COURT ORDERED CONFISCATIONS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
197194 (R) 04-12-2016 DISTRICT ATTORNEY'S OFFICE 02/24/16 C-5901-15-D 04 537.56
197194 (R) 04-12-2016 DISTRICT ATTORNEY'S OFFICE 02/25/16 C-4273-15-C 04 7,801.72
196683 (R) 03-30-2016 DISTRICT ATTORNEY'S H.B. NO 02/25/16 C-4620-15-C 03 11,237.37
196480 (R) 03-23-2016 DA'S H.B. NO. 65 CRT ORDEREI 02/18/16 C-1945-15-H 03 349,642.66
196480 (R) 03-23-2016 DA'S H.B. NO. 65 CRT ORDEREI 02/18/16 C-2517-15-B 03 762,041.47
jt 20 196480
Amount 1,131,260.98

AI-54256

Health & Human Services Dept.
11. A.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Virginia Jones, COUNTY JUDGE
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: COUNTY JUDGE

Information

CAPTION

Approval of letter of support for the BCFS Health and Human Services "Re-Entry Community Linkages" Grant.

BACKGROUND

Fiscal Impact

Attachments

overview
plan
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 04:29 PM
Final Approval	Veronica Ortiz	04/15/2016 04:36 PM

Form Started By: Monica Badillo Started On: 04/15/2016 04:03 PM
Final Approval Date: 04/15/2016

BCFS
Health and Human Services • Est. 1944

Re-Entry Community Linkages (RE-LINK) – MP-CPI-16-003

Project TITLE	Re-Entry Community Linkages (RE-LINK) Program		
SOLICITATION #	MP-CPI-16-003	FUNDING AGENCY	Office of the Assistant Secretary for Health (Office of Minority Health)
PROPOSAL DUE DATE	April 21, 2016 – 5PM	ANTICIPATED PROJECT START DATE	July 1, 2016
FUNDING TYPE	Grant		
BUDGET AWARD	5 years		
GEOGRAPHIC LOCATION	Hidalgo & Cameron County		

PURPOSE/SCOPE OF WORK

Re-Link Project:

- Improve coordination and linkages among criminal justice, public health, social service and private entities to address health care and health care access to the reentry population
- Reduce health disparities experiences by the reentry and justice-involved population
- Increased access to needed public health, behavioral health, health coverage and/or social services (housing, education, employment)
- Reduced recidivism

Serve at least 50 individuals each project year through social support & public health services.

BCFS HHS Goal – 30 individuals in Hidalgo County & 30 individuals in Cameron County

RE-LINK Eligibility

Serve individuals between the age of 18-26 years old who are a minority and/or economically or environmentally disadvantaged AND are a reentrant discharged from jail to the community serving a minimum of 3months and less than 0ne year of time.

Assist RE-LINK participants w/ the following services:

- Health care coverage: education about assistance, enrolling in health care coverage through the marketplace/Medicaid, education about health care coverage including behavioral health services.
- Housing
- Education and training
- Employment
- Mentoring
- Other Social Services/Support Services

BCFS HHS Past Experience

Youth Adverted from Delinquency (YAD) program (Under 18 years old)

- Case Management
- In-Home weekly contact
- Youth & Family Assistance
- Access to local services
- Transportation Assistance

Face Forward program (16-24 years old)

- Case Management
- In-Home weekly contact
- Education
- Employment
- Circle of Support
- Group Mentoring
- Advocacy
- Access to community resources
- Community Service/Restorative Justice

Face Forward Program Data	Total to Date
Total enrolled/served	175
Case Management	100%
Educational Assistance	80%
Employment Assistance	70%
Mentoring	71%
Community Service/Restorative Justice	80%
Support Service	85%
Other Services	98%

RE-LINK CLIENT CONFIDENTIALITY PLAN

BCFS Health and Human Services (BCFS HHS) and all network partners and service providers below and in subsequent plan pages are committed to keeping client information confidential. This RE-LINK Client Confidentiality Plan covers the entire five year project period, includes all network partners, and is signed by authorized representatives from each organization. The plan was developed collectively among project partners with a consistent process across network partners. BCFS HHS and network partners employ a comprehensive, multi-level system to ensure the protection of confidential information. This includes training all staff to respect and protect client confidentiality. As an initial part of employee orientation and/or onboarding, each staff member receives training on confidentiality and signs a confidentiality agreement which describes the importance of confidentiality of client relationships, communication, files, and confidentiality as it relates to the use of technology. Confidentiality is also addressed on an ongoing, as-needed basis during staff meetings and training at all levels and is integral to organizational culture at BCFS HHS and all partners. All hard copies of client information, staff personnel records, financial and medical files are maintained in locked file cabinets. Information is restricted to staff on a "need to know" basis and privacy is strictly protected. Staff, to the best of their ability, ensures confidentiality and privacy in regard to history, records, and discussions about the people served. Staff does not disclose any information about a client, including the fact that he or she is or is not served by BCFS HHS or partners, to anyone outside the organization unless otherwise authorized by the client in writing. BCFS HHS and partners all utilize secure, password-protected database systems/client tracking tools/medical record portals, restricting access to client files so that only staff working directly with clients (and program supervisory staff) can view and/or add to their records. BCFS HHS and all partners follow state and federal requirements regarding retention and disposition of confidential records. BCFS HHS and partner organizations will share participant data and statistics within the confines of the law governing confidentiality requirements. The proposed integrated healthcare and social services project will comply with all state and federal policies and procedures for consumer privacy and security of treatment records. BCFS HHS and all network partners, including partnering healthcare organizations, are fully compliant with HIPAA requirements regarding privacy and security, including collection, storage, and use of consumer-identifying information.

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Name, Title Date
Partner Organization

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Celeste Garcia
Executive Director, Community Services Division
BCFS Health and Human Services
1506 Bexar Crossing
San Antonio, TX 78232

Mrs. Celeste Garcia,

I am writing to document my support of, and commitment to partner with for the five year term of the grant, BCFS Health and Human Services (BCFS HHS) if the organization is awarded the grant from the United States Department of Health and Human Services' (HHS or Department) Office of Minority Health (OMH) called "Re-Entry Community Linkages." This grant is a much-needed opportunity to bring comprehensive services and healthcare connections to the vulnerable population of young adults re-entering their communities after incarceration.

The Hidalgo County Judge's Office is committed to serving the people of Hidalgo County, working in partnership with our communities, and achieving prosperity. We believe in excellent public service. We are responsive to our residents' ever-changing needs, creative about our approach to finding solutions, and open-minded about all ideas.

As BCFS HHS has served the vulnerable populations of juvenile offenders, minorities of low socioeconomic status, and at-risk young adults since 2012 in Hidalgo County, we commend their work in our community and endorse the organization's subject matter expertise for further expansion with the RE-LINK program.

To ensure the program is successful in reducing recidivism, reducing health disparities, and increasing access to public health services, I offer my full commitment to the program during its project period, *and will strongly encourage other city and county offices to promote the program to offenders through city/county channels including Adult Probation.* I am confident that this comprehensive support network established by BCFS HHS in this program will be life-changing for people in our community - so I am committed to working with BCFS HHS to encourage participation and completion of program milestones for offenders.

You are welcome to contact me for additional information regarding my intentions related to the Re-Entry Community Linkages program.

Regards,

Hidalgo County Judge, Ramon Garcia

DRAFT

AI-54165

Health & Human Services Dept.
11. C. 2.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to sign Certification of Contract between Private, non-profit hospital and State/Local Government to provide health care services to low income individuals.

BACKGROUND

Mission Regional Medical Center is in the process of registering with HRSA (the federal government's Health Resources and Services Administration) seeking participation in the 340B discounted drug program. As a not-for-profit, disproportionate share hospital, we are eligible to participate in the program provided we meet several additional requirements. One of them is to certify that there is a valid contract in place between MRMC and "a State or Local Government Entity" to provide health care services to low income individuals who are not entitled to Medicare or Medicaid assistance. We believe this requirement is met by referencing the attached 1115 Waiver Affiliation Agreement with Hidalgo County.

Fiscal Impact

Attachments

OPA
AFFILIATION AGREEMENT
LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/12/2016 04:00 PM
Budget & Management	Veronica Ortiz	04/12/2016 04:00 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Dairen Sarmiento Started On: 04/12/2016 01:26 PM
Final Approval Date: 04/15/2016

Department of Health and Human Services, Health Resources and Services Administration, Healthcare Systems Bureau
OMB No. 0915-0327; Expiration Date: 10/31/2015

OFFICE OF PHARMACY AFFAIRS (OPA)
CERTIFICATION OF CONTRACT BETWEEN PRIVATE, NON-PROFIT HOSPITAL AND STATE/LOCAL GOVERNMENT TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS

To demonstrate that the hospital meets the statutory definition of covered entity under section 340B(a)(4)(L)(i) as a private non-profit hospital which has a contract with a State or local government to provide health care services to low income individuals, this certification must be completed and signed by both parties.

MISSION HOSPITAL, INC. d/b/a MISSION REGIONAL MEDICAL CENTER
Name of Hospital

MISSION, TEXAS 78572
City, State, Zip

Pursuant to the requirement of Section 340B of the Public Health Service Act (42 U.S.C. 256b), I certify that a valid contract (please provide contract number or identifier if applicable #AFFILIATION AGREEMENT) is currently in place between the private, non-profit hospital named above, and the State or Local Government Entity named below, to provide health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act. In addition, the authorizing official certifies that when this contract is no longer valid, appropriate notice will be provided to the Office of Pharmacy Affairs. The undersigned represents and confirms that he/she is fully authorized to legally bind the covered entity and certifies that the contents of any statement made or reflected in this document are truthful and accurate.

Timothy J. McVey — APR. 11, 2016
Signature of Hospital Authorizing Official — Date

TIMOTHY J. McVEY C.F.O.
Name and Title of Authorizing Official (e.g., CEO, CFO, COO) *(please print or type)*

956-323-9106 — — tmcvey@missionrmc.org
Phone Number — Ext. — E-Mail Address

Signature of State or Local Government Official — Date

EDUARDO OLIVAREZ
Name of State or Local Government Official *(please print or type)*

CHIEF ADMINISTRATIVE OFFICER; HIDALGO CO. HEALTH + HUMAN SVCS.
Title and Unit of Government

1304 SOUTH 25TH AVENUE
Address

956-383-8858 — — eddie.olivarez@hchd.org
Phone Number — Ext. — E-Mail Address

INDIGENT CARE AFFILIATION AGREEMENT

This Indigent Care Affiliation Agreement (the "Agreement") is entered into as Octoher 23, 2012 to be effective as of October 01, 2012 ("Effective Date"), by and between **Hidalgo County**, a unit of local government within the State of Texas ("the Governmental Entity") and **Mission Hospital, Inc** (the "Affiliated Hospital") whose address is listed at the end of this document.

RECITALS

WHEREAS, the Affiliated Hospital and the Governmental Entity collectively provide suhstantial uncompensated care to indigent persons annually;

WHEREAS, the State's under-funding of, and reductions in eligibility for, Medicaid increases the volumes of indigent patients who rely on hospital emergency room services as the source of primary healthcare and shifts the burden for indigent care to the Affiliated Hospital, the Governmental Entity, and local community;

WHEREAS, the Governmental Entity and the Affiliated Hospital recognize that the State will continue to under-fund the Texas Medicaid program and that the indigent numbers in their community will continue to grow;

WHEREAS, the Governmental Entity and the Affiliated Hospital desire to ensure that the indigent have access to and receive health care services;

WHEREAS, the Governmental Entity and the Affiliated Hospital recognize that it is in their best interest to increase funding for the Medicaid population and to access federal funding for the indigent to which the Affiliated Hospital will be entitled under the State's Medicaid program; and

WHEREAS, the Governmental Entity and the Affiliated Hospital recognize that they need to cooperate to ensure their ahility to deliver cost efficient healthcare services to indigent patients in their community;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

1.0 INDIGENT CARE COLLABORATION

1.1 **Improving Access to Healthcare for Indigent.** The Governmental Entity and the Affiliated Hospital will assess the opportunities to improve access to healthcare for indigent persons residing in the community through participation in the Medicaid program including the Medicaid payments authorized by the Texas Healthcare Transformation and Quality Improvement Program Section 1115 Waiver (the "Section 1115 Waiver").

2.0 REPRESENTATIONS AND WARRANTIES

2.1 **Affiliated Hospital Representations and Warranties.** The Affiliated Hospital represents and warrants that:

a. It is a Texas corporation or partnership, duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition any amounts transferred by the Governmental Entity nor the amount of Medicaid payments received on the amount of indigent care the Affiliated Hospital has provided or will provide;

c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the Governmental Entity nor the amount of any Medicaid payment the Affiliated Hospital might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from the Governmental Entity has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;

e. The Affiliated Hospital will not return or refund any Medicaid payments received to the Governmental Entity;

f. No part of any Medicaid payment received under the Section 1115 Waiver program will be used to pay a contingent fee, consulting fee, or legal fee associated with the Affiliated Hospital's receipt of payments under the Section 1115 Waiver program.

g. The execution, delivery, and performance by the Affiliated Hospital of this Agreement are within the Affiliated Hospital's powers, are not in contravention of any other instruments governing the Affiliated Hospital and have been duly authorized and approved by the Board of Directors of the Affiliated Hospital as and to the extent required by applicable law;

h. Neither the Affiliated Hospital, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) under investigation or otherwise aware of any circumstance which may result in the exclusion of the Affiliated Hospital or any of its representatives from participating in federal health care programs; and

i. This Agreement has been duly and validly executed and delivered by the Affiliated Hospital.

2.2 Governmental Entity Representations and Warranties. The Governmental Entity represents and warrants that:

a. It is a County within the State of Texas, duly established and created with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition the amount transferred by the Governmental Entity nor the amount of Medicaid supplemental payments on the amount of indigent care the Affiliated Hospital have provided or will provide;

c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the Governmental Entity nor the amount of any Medicaid supplemental payment the Affiliated Hospital might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from the Governmental Entity has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;

e. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to the Affiliated Hospital for any purpose in consideration for an IGT by the Governmental Entity to fund Medicaid supplemental payments;

f. The execution, delivery, and performance by the Governmental Entity of this Agreement are within the Governmental Entity's powers, are not in contravention of any other instruments governing the Governmental Entity and have been duly authorized and approved by the Board of

Directors of the Governmental Entity as and to the extent required by applicable law;

g. Tbis Agreement has been duly and validly executed by the Governmental Entity;

h. The Governmental Entity has not received and has no agreement to receive any portion of any Medicaid payments made to Affiliated Hospital;

i. The Governmental Entity has not entered into a contingent fee arrangement related to its participation in the Section 1115 Waiver program;

j. The Governmental Entity is authorized to participate in the Section 1115 Waiver program pursuant to a vote of its governing body in a public meeting preceded by public notice published in accordance with its usual and customary practices or the Texas Open Meetings Act, as applicable; and

k. Notwithstanding anything in this Agreement to the contrary, any decision by tbe Governmental Entity to provide funding for the Medicaid program is at the sole discretion of the Governmental Entity.

3.0 OBLIGATIONS OF THE AFFILIATED HOSPITAL

3.1 **Agreement to Collaborate with the Governmental Entity.** The Affiliated Hospital agrees to work cooperatively with the Governmental Entity to improve access to health care for indigent persons.

3.2 **Documentation.** The Affiliated Hospital agrees to provide the Governmental Entity documentation that demonstrates the amount and types of health care (including indigent health care and Medicaid services historically provided in its community) as requested by the Governmental Entity, but no more frequently than quarterly.

3.3 **Compliance with State and Federal Law.** The Affiliated Hospital agrees to retain qualified professionals to ensure health care is provided in compliance with state and federal charity care laws, anti-trust laws, and any other applicable laws, and the Medicare and Medicaid programs.

3.4 **Indigent Care Program Participation.** At all times during the term of this Agreement, the Affiliated Hospital shall use their best efforts to maintain its qualifications for participation in the Medicaid and Medicare programs.

3.5 **Compliance with HIPAA.** To the extent applicable to this Agreement, the Affiliated Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder,

including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Affiliated Hospital agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of the Agreement. In addition, the Affiliated Hospital agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extend required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Affiliated Hospital shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after rendering of such services. The Affiliated Hospital will also indemnify and hold the Governmental Entity harmless if any amount of reimbursement is denied or disallowed because of the Affiliated Hospital's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the Affiliated Hospital carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42. U.S.C. § 1395x(v)(1) and the regulations thereto.

4.0. OBLIGATIONS OF THE GOVERNMENTAL ENTITY

4.1 **Agreement to Cooperate with the Affiliated Hospital.** The Governmental Entity agrees to work cooperatively with the Affiliated Hospital to improve access to health care for indigent persons.

4.2 **No Condition on Medicaid Funding.** The Governmental Entity agrees that it will not condition the amount to which it funds the non-federal share of Medicaid supplemental payments on a specified or required minimum amount of prospective indigent care.

4.3 **Retrospective Evaluation of Services.** The Governmental Entity may retrospectively evaluate the amount and impact of the Affiliated Hospital's indigent care delivery and can rely on such historical information in determining whether and to what degree it will provide an IGT in the future.

4.4 **Documents Publicly Available.** The Governmental Entity agrees to make publicly available any documentation utilized in connection with intergovernmental transfers of funds and any documentation executed by the Governmental Entity related to its participation in the Section 1115 Waiver, including this Agreement.

4.5 **Use of Public Funds.** To the extent the Governmental Entity decides to provide funding for Medicaid supplemental payments, the Governmental Entity agrees to use public funds for such funding.

4.6 **Compliance with HIPAA.** The Governmental Entity agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sections 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Governmental Entity agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of the Agreement. In addition, the Governmental Entity agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Governmental Entity shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after rendering of such services. The Governmental Entity will also indemnify and hold the Affiliated Hospital harmless if any amount of reimbursement is denied or disallowed because of the Governmental Entity's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the Governmental Entity carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a

twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42. U.S.C. § 1395x(v)(1) and the regulations thereto.

5.0 GENERAL PROVISIONS

5.1 Term and Termination. The term of this Agreement shall be one year from Effective Date and shall automatically continue thereafter for additional terms of one year unless the parties agree otherwise; provided, however, that this Agreement shall terminate immediately upon written notice by either the Governmental Entity or the Affiliated Hospital to the other party.

5.2 Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, by email, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows:

Governmental Entity:
Hidalgo County
Attn: Dairen Sarmiento
1304 South 25th Avenue
Edinburg, Texas 78542

Affiliated Hospital:
Mission Hospital, Inc
900 South Bryan
MissionTexas78572

5.3 Relationship Between the Parties. The relationship between the Governmental Entity and the Affiliated Hospital is solely a contractual relationship between independent contractors. No party hereto is an agent or employee of any other party. Nothing in this Agreement shall prevent any affiliation or contracting by any party with any third party, with the exception that no party may contract or affiliate with other party to gain entitlement to Medicaid supplemental payments pursuant to this Agreement.

5.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas. The Affiliated Hospital understands that the Governmental Entity is a political subdivision of the State of Texas and governed by certain statutes applicable thereto.

5.5 Assignment. No party may assign any right, obligation, or responsibility under this Agreement except to a successor in interest.

5.6 Third Party Beneficiaries. The parties to this Agreement do not intend to establisb any third party beneficiary relationship by virtue of this Agreement.

5.7 Commitment of Current Revenues only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet tbe obligations of County under this agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann 271.903 (Vernon Supp. 1996)."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

GOVERNMENTAL ENTITY

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
10/23/18

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

AFFILIATED HOSPITAL:

By Javier Iruegas

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

FW: Indigent Care Affiliation Agreement with County AI 54165

From : Dairen Sarmiento <dairen.sarmiento@hchd.org> Fri, Apr 15, 2016 11:04 AM
Subject : FW: Indigent Care Affiliation Agreement with County AI 54165 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : 'Marianella Canton' <marianella.canton@co.hidalgo.tx.us>, Eddie Olivarez <eddie.olivarez@hchd.org>

Legal review and approval.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 15, 2016 10:46 AM
To: 'Dairen Sarmiento'
Subject: RE: Indigent Care Affiliation Agreement with County

The Certification is OK however please note when the contract with the Hospital terminates you are required to notify OPA.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Friday, April 15, 2016 10:25 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: RE: Indigent Care Affiliation Agreement with County

This is what we need reviewed. Thank you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 15, 2016 8:47 AM
To: 'Dairen Sarmiento'
Subject: RE: Indigent Care Affiliation Agreement with County

This document is an old document which is already signe.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Tuesday, April 12, 2016 10:01 AM
To: 'Steve Crain' <scrain@atlashall.com>; Eddie Olivarez <eddie.olivarez@hchd.org>
Subject: FW: Indigent Care Affiliation Agreement with County

Good morning Steve.

Can Eddie sign this document or do we need to go to CC for approval? Please advise.

Have a great day.

Dairen Sarmiento, MBA
Human Services Director

1304 South 25th Avenue
Edinburg, Texas 78542
(956) 318-2011 ext. 7365

From: Eduardo Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Monday, April 11, 2016 5:50 PM
To: Dairen Sarmiento
Subject: FW: Indigent Care Affiliation Agreement with County

Tim,

I am excited to see that MRMC is applying to HRSA for the Discounted Drug Program. I will review this information, but I need to check with legal if our 1115 Affiliation Agreement constitutes as a "Valid Contract". Let me get back to you.

Eddie Olivarez

From: McVey,Timothy J. [mailto:tmcvey@missionrmc.org]
Sent: Monday, April 11, 2016 5:28 PM
To: Eduardo Olivarez
Cc: dairen.sarmiento@hchd.org; Iruegas,Javier
Subject: FW: Indigent Care Affiliation Agreement with County

Good afternoon, Eddie -- Mission Regional Medical Center is in the process of registering with HRSA (the federal government's Health Resources and Services Administration) seeking participation in the 340B discounted drug program. As a not-for-profit, disproportionate share hospital, we are eligible to participate in the program provided we meet several additional requirements. One of them is to certify that there is a valid contract in place between MRMC and "a State or Local Government Entity" to provide health care services to low income individuals who are not entitled to Medicare or Medicaid assistance. We believe this requirement is met by referencing the attached 1115 Waiver Affiliation Agreement with Hidalgo County.

I have also attached a pdf copy of the certification document that accompanies our on-line registration. As you'll see, there is a place for you to sign as the Local Government Official (just above your printed name). **Would you please sign and date the attached document (named "Untitled" above) and send a scanned copy back to me.** This is a required document in the registration process.

Eddie, if you have any questions or concerns, please don't hesitate to give me a call, but I think this is simply a formal acknowledgement of the Affiliation Agreement that is already in place between MRMC and Hidalgo County.

Thanks,
Tim

Tim McVey
Chief Financial Officer
Mission Regional Medical Center
Direct Dial: (956) 323-9106
Fax: (956) 323-9102

OPA CERTIFICATION OF CONTRACT BETWEEN HIDALGO COUNTY AND MISSION HOSPITAL.pdf
48 KB

AI-53906

Adult Probation 12. A.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Maria Castilleja, ADULT PROBATION
Submitted By: Maria Castilleja, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Hidalgo County Substance Abuse Treatment Facility CJD Grant #2928001 (RSAT)
Ratify budget adjustment submitted and approved by CJD to extend end date for grant from 6/30/16 to 9/30/16

BACKGROUND

Hidalgo County Substance Abuse Treatment Facility CJD Grant #2928001 (RSAT)
1. Ratify budget adjustment submitted and approved by CJD to extend end date for grant from 6/30/16 to 9/30/16

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1289-423-00-360-036-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding pending 2015 rollover.

Attachments

Approved RSAT Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/30/2016 08:54 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Maria Castilleja Started On: 03/24/2016 03:53 PM
Final Approval Date: 04/15/2016

Print This Page

Agency Name: Hidalgo County
Grant/App: 2928001 **Start Date:** 10/1/2015 **End Date:** 9/30/2016

Project Title: Hidalgo County Substance Abuse Treatment Facility
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (first) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (second) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Personnel	Counselor and/or Therapist (licensed)	Clinical Director to allow the facility to better serve the rising mental health inssues that are so often associated the criminal justice population and suustance abuse. Fringe is 19%.	$13,500.00	$4,500.00	$0.00	$0.00	$18,000.00	15
Personnel	Education, Financial, and/or Program Specialist	G.E.D. Coordinator to provide educational assistance in regards to increasing their grade level by providing academic instruction in writing, reading, comprehension and methematic concepts and skills. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Travel and Training	In-State Incidentals and/or Mileage	Mileagae, hotel and perdiem for travel for continuing education. A total of 40 hours of traning per counselor as state rates.	$6,600.00	$2,200.00	$0.00	$0.00	$8,800.00	0

Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, statples, peper clips, pens, copy toners and case folders.	$10,800.00	$3,600.00	$0.00	$0.00	$14,400.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Educational/Instructional books for clients.	$9,000.00	$3,750.00	$0.00	$0.00	$12,750.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Delivery system for treatment media, television/DVD package.	$2,250.00	$0.00	$0.00	$0.00	$2,250.00	0

You are logged in as **User Name**: RLizcano

AI-54190 IT Department 13. A.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

A. Authorization and approval for the use of the County's Justice Court Technology Fund for the purchase of equipment, software, maintenance and support services for the County Constable offices as an extension of their role in supporting the offices of the Justice of the Peace and any other future related services.

B. Requesting authority to purchase the following hardware:
1. (5) Panasonic Toughpad FZ-G1
2. (20) Panasonic Toughbook CF 53 Elite
In the total amount of $51,767.60 thru Requisition 294071 through our membership/participation with TCPN R5106, to suit Hidalgo County Constables Pct. 1, 2, 3 and 4.

BACKGROUND

The Constables will use the tablets to assist the Justice Courts in the following:
- Serving of legal papers.
- Issuance of citations.
- Look up of warrants and other background information.
- Intercommunication with the Justice Courts and the other Constable offices.
- (FUTURE) Automated payments of citation in cases of instanter.
- (FUTURE) Video magistration with the Justice Courts.

The ability for the Constables to have access to the County's justice system greatly enhances the safety of the officer, reduces turn around during service of documents, increases communication between all offices and greatly benefits constituents with shorter wait time during service or traffic stops.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Funds available in requisition#294071

Attachments

legal approval

REQ

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 11:44 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM
Form Started By: Edna Kirby		Started On: 04/13/2016 04:27 PM
Final Approval Date: 04/15/2016		

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

August 6, 2007

The Honorable Steven M. Hollis
Jasper County Criminal District Attorney
121 North Austin Street, Room 101
Jasper, Texas 75951

Opinion No. GA-0560

Re: Whether the Justice Court Technology Fund may be used to purchase technology equipment and to provide training for constables (RQ-0569-GA)

Dear Mr. Hollis:

You ask whether Jasper County's Justice Court Technology Fund ("Fund"), created under article 102.0173, Code of Criminal Procedure, may be expended on a computer for a constable. [1] *See* Tex. Code Crim. Proc. Ann. art. 102.0173 (Vernon 2006). You also ask whether the Fund may be expended on continuing education and training for a constable. *See* Request Letter, *supra* note 1, at 1. You inform us that a justice of the peace asked the commissioners court to purchase desktop computer systems for his office and for the office of the constable serving the same county precinct. *See id.* The justice of the peace proposes that the Fund be used to pay for both computers. *See id.*

I. Article 102.0173, Code of Criminal Procedure

Article 102.0173 requires a county commissioners court to establish a justice court technology fund from fees paid by defendants convicted of a misdemeanor offense in justice court. *See* Tex. Code Crim. Proc. Ann. art. 102.0173(a), (c) (Vernon 2006). Subarticle (d) limits the use of a justice court technology fund:

> (d) A fund designated by this article may be used *only to finance*:
>
> (1) the cost of continuing education and training for justice court judges and clerks regarding technological enhancements for justice courts; and
>
> (2) the purchase and maintenance of technological enhancements for a justice court, including:
>
> (A) computer systems;
>
> (B) computer networks;
>
> (C) computer hardware;
>
> (D) computer software;
>
> (E) imaging systems;
>
> (F) electronic kiosks;
>
> (G) electronic ticket writers; and
>
> (H) docket management systems.

Id. art. 102.0173(d) (emphasis added).

In construing a statute, one looks "first to the 'plain and common meaning of the statute's words.'" *State ex rel State Dep't of Highways & Pub. Transp. v. Gonzalez*, 82 S.W.3d 322, 327 (Tex. 2002) (quoting *Fitzgerald v. Advanced Spine Fixation Sys., Inc.*, 996 S.W.2d 864, 865 (Tex. 1999)). "If a statute's meaning is unambiguous, we generally interpret the statute according to its plain meaning." *Id.*

A Texas court of appeals has found the terms "only" and "purely" to be synonymous with the term "exclusively." *See Standard Oil Co. v. State*, 142 S.W.2d 519, 522 (Tex. Civ. App.--Eastland 1940, writ

ref'd); *see also* Webster's Universal College Dictionary 555 (1997) (term "only" is defined to mean "without others or anything further; alone; solely; exclusively . . . ."). And the term "finance" has been construed to mean "to raise or provide funds or capital for" or "to furnish with necessary funds." *Jordan v. State*, 816 S.W.2d 89, 92 (Tex. Crim. App. 1991) (quoting Webster's Ninth New Collegiate Dictionary 463 (1985)); *see also* Webster's Universal College Dictionary 301 (1997) (defining finance to mean "to supply with money or capital; obtain money or credit for").

Thus, in accordance with the plain language of article 102.0173(d), the Fund may be used exclusively to provide funds or capital for (1) the cost of certain continuing education and training for justice court judges and clerks, and (2) the purchase and maintenance of technological enhancements for a justice court.

II. Analysis

A. Computer for Constable

Any computers and other technological enhancements purchased under article 102.0173(d) must be for the benefit of the justice court. You argue that "constables, although a separate office, have traditionally been treated as an extension of justice courts." Request Letter, *supra* note 1, at 1. Thus, you suggest, the Fund may be used to purchase a computer for a constable because of that office's relationship to the justice court. *Id.*

We disagree with your conclusion, while recognizing that a constable has certain statutory duties related to the justice court. For example, he is required to attend each justice court held in the precinct. *See* Tex. Loc. Gov't Code Ann. § 86.021(e) (Vernon Supp. 2006). A constable may also perform duties related to calling a jury for the justice court. *See* Tex. Gov't Code Ann. §§ 62.004(a) (Vernon Supp. 2006) ("The district clerk and the sheriff or any constable of the county shall draw the names of the prospective jurors for a justice court . . . ."); .012(b)(2) (Vernon 2005) (the sheriff or constable shall receive the list of jurors to be summoned for a justice court jury); .412(c) (authority of justice of the peace to command the sheriff or constable to immediately summon additional persons for jury service). The constable must serve process directed to him by any lawful officer, including a justice of the peace. *See* Tex. Loc. Gov't Code Ann. § 86.021(a) (Vernon Supp. 2006); *see also* Tex. R. Civ. P. 536 (any sheriff, constable, or other person authorized by law may serve process for justice court). Further, we recognize constables may, in the exercise of some duties, be an integral part of the judicial process. *See Byrd v. Woodruff*, 891 S.W.2d 689, 707 (Tex. App.--Dallas 1994, writ denied); *see also Merritt v. Harris County*, 775 S.W.2d 17, 23 (Tex. App.--Houston [14th Dist.] 1989, writ denied) ("[Constables] are considered under the control of the court in enforcing a court order.")

The constable's role in relation to the justice court does not, however, mean that a constable is equivalent to the justice court. *See Merritt*, 775 S.W.2d at 23 ("As officers of the court, [constables] are under a duty to execute process *and are not a tribunal to determine doubtful questions of fact.*") (emphasis added); *see also Belcher v. Cassidy Bros. Live-Stock Comm'n Co.*, 62 S.W. 924, 925-27 (Tex. Civ. App.--Fort Worth 1901, writ denied) (court could not order sheriff or constable to exercise judicial power necessary to partition commingled cattle).

The office of constable is autonomous, distinct from the office of justice of the peace. A constable is elected to a constitutionally established office and his statutory duties to serve process and attend the justice court are conferred upon him and not on the justice court. *See* Tex. Const. art. V, § 18(a) (providing for the election of one constable in each precinct of each county for a term of four years); *see also* Tex. Loc. Gov't Code Ann. § 86.021(a), (e) (Vernon Supp. 2006). Even in serving process a constable may exercise some discretion. *See* Tex. Loc. Gov't Code Ann. § 86.022 (Vernon 1999). A constable is moreover a peace officer with the attendant authority and responsibilities of that office. *See* Tex. Code Crim. Proc. Ann. art. 2.12(2) (Vernon Supp. 2006); *see also Vondy v. Comm'rs Ct.*, 714 S.W.2d 417, 421 (Tex. App.--San Antonio 1986, writ ref'd n.r.e.). Thus, he has duties unrelated to the justice court, which require him to exercise his official discretion. *See Carpenter v. Barner*, 797 S.W.2d 99, 101 (Tex. App.--Waco 1990, writ denied).

As we have determined, a constable is not a mere extension of the justice court and a constable's relationship to the justice court is not sufficient to authorize expenditures from the Fund for the constable. We do not, however, rule out the possibility that a computer for a constable might in some circumstances serve as a technological enhancement for a justice court. Whether it would serve such a purpose in this particular instance is a question of fact that the commissioners court must determine in the first instance and is not appropriately resolved in the opinion process. *See* Tex. Code Crim. Proc. Ann. art. 102.0173(e) (Vernon 2006) (justice court technology fund is administered by or under the direction of the commissioners court); Tex. Att'y Gen. Op. No. GA-0533 (2007) at 5 (explaining that

resolving questions of fact is not appropriate for the opinion process).

B. Continuing Education and Training for Constable

We next consider whether the Fund may be used to pay for continuing education and training for constables. According to the plain language of subarticle (d), expenditures for specific training and educational costs can be made *only* for the benefit of "justice court judges and clerks." Tex. Code Crim. Proc. Ann. art. 102.0173(d)(1) (Vernon 2006). A justice of the peace serves as the justice court judge. *See* Tex. Const. art. V, § 18; Tex. Gov't Code Ann. §§ 27.001-.059 (Vernon 2004 & Supp. 2006); *see also Bunker v. State*, 177 S.W. 108, 113 (Tex. Crim. App. 1915) ("The court held by the justice of the peace under authority of the Constitution and laws of this state, is known and generally called the 'justice court'. . . ."). Justice court clerks are those designated as such pursuant to Government Code section 27.056. *See* Tex. Gov't Code Ann. § 27.056 (Vernon 2004). Because the office of constable is neither a justice of the peace nor a justice court clerk, the Fund may not be expended for a constable's continuing education and training.

SUMMARY

The Justice Court Technology Fund established under Code of Criminal Procedure article 102.0173 may be used only for technological enhancements for the justice court and continuing education and training for justice court judges and clerks regarding technological enhancements. Whether the purchase of a computer for a constable serves as a technological enhancement for the justice court is a fact question to be determined by the commissioners court in the first instance. The Fund may not, however, be used to finance continuing education and training for a constable.

Very truly yours,



GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

NANCY S. FULLER
Chair, Opinion Committee

Susan L. Garrison
Christy Drake-Adams
Assistant Attorney Generals, Opinion Committee

Footnotes

1. *See* Letter from Honorable Steven M. Hollis, Jasper County Criminal District Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (Feb. 8, 2007) (on file with the Opinion Committee, *also available at* http://www.oag.state.tx.us) [hereinafter Request Letter]; *see also* Memorandum attached to Request Letter from Honorable Mark W. Allen, Jasper County Judge, to Honorable Steven M. Hollis, Jasper County Criminal District Attorney (Feb. 7, 2007).

Home | Opinions

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Date: March 28, 2012 10:30:42 AM CDT
To: "'Renan Ramirez'" <renan.ramirez@co.hidalgo.tx.us>
Cc: <rene.guerra@da.co.hidalgo.tx.us>
Subject: RE: Request to purchase equipment from the JP Technology Fund
Reply-To: <josephine.ramirez@da.co.hidalgo.tx.us>

As we have discussed, Mr. Guerra has given conditional approval on the use of the JP Technology Fund for the purchase of computer equipment to be used by the Tax Office in assisting with the JP Enhanced Collection project (his understanding is that one unit will be purchased for a trial run of the enhanced collections model). However, it will be up to Commissioners Court to make the determination that the computer equipment is a technological enhancement that will assist the Justice Courts in the collection of the outstanding fines and fees.

As our office previously opined, citing reference to Attorney General Opinion GA-0560, the Justice Court Technology Fund established under Article 102.0173 of the Texas Code of Criminal Procedure may be used only for technological enhancements for the justice court and continuing education and training for justice court judges and clerks regarding technological enhancements. The Attorney General's opinion goes on to state that the purchase of computer equipment for constable(s) may be a technological enhancement for the justice court if so determined by the commissioners court. Commissioners court has made the determination for the purchase of equipment for the constables. In addition, the Auditor's Office has recommended that the specific equipment be identified with an explanation of how it will be used as a technological enhancement for the JP's. I would suggest using this same model when submitting this item for approval to commissioners court.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

Requisition

Req # 00294071

PO #

Date: 03/01/16

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **TCPN R5106**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN R5106 QUOTE GXTT585 ALL CONSTABLES UNITS DO NOT DUPLICATE ORDER		
5.00	EACH	CO 3956949 PAN TP FZ G1 I5-5300U Panasonic Toughpad FZ-G1 - 10.1" - Core i5 5300U - 8 GB RAM	2,857.40	14,287.00
20.00	EACH	CO 3543056 PAN TB CF 53I5-4310U W7/W8P Panasonic Toughbook 53 Elite - 14" - Core i5 4310U - 4 GB RAM - 500 GB HDD	1,874.03	37,480.60
		Account No	Encumbrance	
		6-1242-412-00-060-001-0-751	51,767.60	
			Freight	.00
			Total	51,767.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXTT585	4180795	4/5/2016

BILL TO:
RENAN RAMIREZ
100 E CANO ST
4TH FL

Accounts Payable
EDINBURG , TX 78539-4582

Customer Phone #956.318.2151

SHIP TO:
RENAN RAMIREZ
Attention To: HIDALGO COUNTY
100 E CANO ST
4TH FL

EDINBURG , TX 78539-4582
Contact: GRISELDA
GUERRA 956.318.2151

Customer P.O. # PANASONIC QUOTE

REQ. 294071

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	FEDEX Ground	Request Terms	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5	3956949	PAN TP FZ G1 I5-5300U Mfg#: FZ-G1J0013CM Contract: TCPN - Technology Solutions R5106 R5106	2,857.40	14,287.00
20	3543056	PAN TB CF 53 I5-4310U W7/W8P Mfg#: CF-532SL72CM Contract: TCPN - Technology Solutions R5106 R5106	1,874.03	37,480.60
		SUBTOTAL		51,767.60
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 51,767.60

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

Maty's Account Cart (0)

Search CDW...

HARDWARE SOFTWARE SOLUTIONS CLOUD BRANDS BLOG DEALS

Home > Computers > Tablets & Tablet PCs > Tablets

Panasonic Toughpad FZ-G1 - 10.1" - Core i5 5300U - 8 GB RAM - 128 GB SSD

Panasonic Mfg. Part: FZ-G1J0013CM | CDW Part: 3956949 | UNSPSC: 43211509



1 ~~$3,319.00~~
CDW's Lowest Online Price
$2,966.48
TCPN - Technology Solutions R5106
Lease Option ($92.55 /month)

Availability: Call

Call for availability

- Tablet
- no keyboard
- Core i5 5300U / 2.3 GHz
- Win 7 Pro
- 8 GB RAM
- 128 GB SSD
- 10.1" IPS touchscreen 1920 x 1200

View More

Recommended Warranty and Services

Panasonic Protection Plus - extended service agreement - 2 years

0 $463.46
TCPN - Technology Solutions R5106

CDW/CDWG Asset Tag install w/o another Configuration Center service

0 $9.96
TCPN - Technology Solutions R5106

Add All Items To Cart

Save as Favorite

Product Overview

Tablets Top Products (8)



Microsoft Surface Pro 4 12.3" Core i5-6300U 256 GB SSD...

Lowest Price
$1,271.98
TCPN - Technology Solutions R5106



Microsoft Surface Pro 4 Core i5 128 GB SSD 4 GB RAM Windows...

Lowest Price
$998.99
TCPN - Technology Solutions R5106



Microsoft Surface Pro 4 Core i7 256 GB SSD 16 GB RAM...

Lowest Price
$1,722.00
TCPN - Technology Solutions R5106



Microsoft Surface Pro 4 Core i7 512 GB SSD 16 GB RAM...

Lowest Price
$2,104.87
TCPN - Technology Solutions R5106

Panasonic Toughbook 53 Elite – 14" – Core i5 4310U – 4 GB RAM – 500 GB HDD

Panasonic Mfg. Part: CF-532SL72CM | CDW Part: 3543056 | UNSPSC: 43211503

Write the first review



1 ~~$2,349.00~~
CDW's Lowest Online Price
$2,007.95
TCPN – Technology Solutions R5106
Lease Option ($62.65 /month)

Availability: 1–3 days
Orders placed today will ship within 3 days

- Core i5 4310U / 2 GHz
- Win 7 Pro
- 4 GB RAM
- 500 GB HDD
- DVD SuperMulti
- 14" touchscreen 1366 x 768 (HD)
- HD Graphics 4400

View More

Recommended Warranty and Services

3 Yr Repair w/ADH Laptops (360EM) (1500-1999.99) DOP
0 $132.55
TCPN – Technology Solutions R5106

CDW Basic Custom Asset Tag
0 $9.96
TCPN – Technology Solutions R5106

Add All Items To Cart

Save as Favorite

Product Overview

Customers With Similar Interests Also Viewed (8)



AI-54093

Elections Administration 14. B.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Elsa for their election to be held on May 7, 2016.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-7-2016, the City of Elsa does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Elsa Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 03:10 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Amanda Valdez Started On: 04/07/2016 11:33 AM

Final Approval Date: 04/15/2016

RESOLUTION 2016-12

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF ELSA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 7, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 7, 2016**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 7, 2016**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place.

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any cost of supplies associated with the transfer of election records to the ENTITY on/or after the 61st day after the election; upon transfer, ENTITY shall become the custodian of election records for the remainder of any applicable preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, upon receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Delmira Yanez
City Secretary
City of Elsa
PO Box 427
Elsa, TX 78543

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMON

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY:_____
VICTOR M. GARZA,
Assistant District Attorney

CITY OF ELSA
ENTITY

BY:_____

PRINT: ALONZO PEREZ

TITLE: MAYOR

ATTEST

BY:_____

PRINT: Delmira Yanez

TITLE: City Secretary

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Elsa Place 2, 3 & 4 — **DATE: May 7, 2016**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		$150.00	1	$150.00
A	Additional Ballot Style(s)		$25.00	0	$0.00
A	Request Change on Coding Ballot		$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish		$300.00	1	$300.00
C	Audio Files (Per Contest/Office)		$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)		$10.00	12	$120.00
F	Election Media per Polling Location(s)		$100.00	2	$200.00
G	iVotronic Voting Machine(s)		$150.00	4	$600.00
G	ADA iVotronic Voting Machine(s)		$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		$550.00	1	$550.00
				Total iVotronic Coding Charges	$2,250.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)		$150.00	2	$300.00
C	Printer Labels (4,523 per vote)		$0.03	9,046	$271.38
D	Username/Password - Per Polling Location		$20.00	2	$40.00
				Total Electronic Poll Book Charges	$1,511.38
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		$0.55	100	$55.00
	Election Day Combination Forms		$0.55	100	$55.00
	Election Judge Kit for Early Voting		$35.00	1	$35.00
	Election Judge Kit for Election Day		$35.00	1	$35.00
	Polling Location Map(s)		$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		$0.20	250	$50.00
				Total Supplies Charges	$264.00
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals		$0.40	325	$130.00
	Mail-in-Ballots Kit(s) per request		$2.00	325	$650.00
	Postage Mail-in-Ballots (per request)		$0.61	325	$198.25
	Correspondence Postage		$0.49	1	0.49
				Total Mail & Ballot Service Charges	$1,128.74
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		$1,800.00	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		$4,583.80		$4,583.80
	Payroll for Election Day Employees		$811.00		$811.00
				Total Payroll Charges	$5,394.80
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		$250.00	1	$250.00
				Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		$0.00	1	$0.00
				Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	4	348	$28.12
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	4	60	$4.85
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$35.41
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		$45.00	2	$90.00
				Total Cell Phone Charges	$90.00
6.12				Subtotal	$12,724.33
				Administrative Fees (10%)	$1,272.43
				ESTIMATED GRAND TOTAL	$13,996.77

AI-54122 Head Start 15. A.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Linda Galaviz, HEAD START Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and La Joya Independent School District

BACKGROUND

Draft Copy of MOU - Pending Approval from Steve Crain, County Attorney

---

Fiscal Impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2016 01:37 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Linda Galaviz Started On: 04/08/2016 11:21 AM

Final Approval Date: 04/15/2016

Memorandum of Understanding Between
La Joya Independent School District and the
Hidalgo County Head Start Program
2016-2017

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the La Joya Independent School District (La Joya ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **La Joya ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **La Joya ISD** is a public education institution of the state of Texas. **HCHSP** and **La Joya ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and La Joya ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between **La Joya ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:

The names and addresses of the **HCHCP** sites that will be serviced by **La Joya ISD**:

La Joya Head Start
105 E. 5th St. and Leo Ave.
La Joya, Texas 78560

Palmview II
618 N. Breyfogle Dr.
Palmview, Texas 78574

Palmview III
1208 Paula Dr.
Palmview, Texas 78504

Sullivan
379 E. Expressway 83
Sullivan City, Texas 78595

Western Road
8245 E. Poinsetta Dr.
Mission, Texas 78573

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

La Joya ISD Responsibilities:

La Joya ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **La Joya ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2016, will be dual-enrolled and served by **La Joya ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **La Joya ISD** funded **School Readiness Partnership Model (SRPM) teacher** in the classrooms.

Partnership Responsibilities:

A. **La Joya ISD** will:
   a. Assign a **La Joya ISD** principal, instructional coach/s, and/or program specialist to the five (5) Head Start facilities to provide supervision, oversight, support and evaluation of the **La Joya ISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **La Joya ISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **La Joya ISD** Special Education Program.
   g. Arrange for a substitute when the **La Joya ISD SRPM** teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.

l. Finance the **La Joya ISD** personnel and other resources.
m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 ea. Occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **La Joya ISD SRPM** Teacher/Staff will:
a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the state adopted curriculum (4 yr. olds), the Head Start adopted curriculum, Texas Pre-Kindergarten Guidelines, and the Head Start Early Learning Outcomes Framework: Ages Birth to Five.
b. Attend and/or assist in delivery of collaborative Professional Development for **La Joya ISD** and **HCHSP** staff as deemed appropriate.
c. Collaborate in all areas of school readiness to prepare children to be ready for Kindergarten and beyond.
d. Participate with the **HCHSP** staff in the recruitment process.
e. Implement a curriculum which is research based and is designed to support the child's social, emotional, cognitive, and physical development.
f. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
g. Complete and fulfill the required documentation for **La Joya ISD** and **HCHSP** with the assistance of both Human Resource Departments
h. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
i. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **La Joya** ISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children online.

C. **HCHSP** will:
a. Coordinate efforts with **La Joya ISD** to identify children with special needs and follow the **La Joya ISD** referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by **La Joya ISD**.
c. Assist with the distribution, completion, and submission of the required **La Joya ISD** student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the La Joya public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
g. Provide a designated space to store instructional materials.
h. Meet monthly or as needed with the designated **La Joya ISD** personnel.
i. Schedule a time for the **HCHSP** teacher and **La Joya ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
k. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **La Joya ISD Staff** and **HCHSP Staff** will:

a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **La Joya ISD** and **HCHSP** requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Support all events which promote the partnership.
n. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation:

Assigned **La Joya ISD** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the agreement, **La Joya ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **La Joya ISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 90 days written notice to the other party.

- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **La Joya ISD** and their respective elected officials, employees, representatives and agents (collectively "**La Joya ISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**La Joya ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **La Joya ISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **La Joya ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **La Joya ISD's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **La Joya ISD** employees, anyone directly employed by the **La Joya ISD** or anyone for whose acts the **La Joya ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **La Joya ISD** and **HCHSP** to provide the children the best services available.

Dr. Alda T. Benavides, Superintendent of Schools
La Joya ISD
200 W. Expressway 83
La Joya, Texas 78560

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by School Board of Trustees: 03/09/2016
Date Approved by Policy Council:
Date Approved by Commissioner's Court:

04.08.16

AI-54242 Precinct #2 16. A.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd. Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 2 Rd Maint in the amount of $287,414.30 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: R&B Fund Balance

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

BUDGETARY IMPACT:

Appropriation from Unreserved R&B Fund Balance in the amount of $287,414.30 available as of 4/15/16.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 02:46 PM
Merlen P. Munoz	Merlen P. Munoz	04/15/2016 03:49 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Erika Zamora Started On: 04/15/2016 01:51 PM

Final Approval Date: 04/15/2016

DATE: April 19, 2016

2016
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-122-006-0-721

Contact Person: Erika Zamora **Ph#** 956-787-1891

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
6-1200-431-00-122-006-0-721	Pct 2 Rd Maint	Roads	287,414.30
		TOTAL BUDGET INCREASE (DECREASE)	$ 287,414.30

REASON: Appropriation of monies from Pct 2 R&B Fund Balance into Pct 2 Rd Maint.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54227

Budget and Management 17.
A.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Debbie Tamez, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office/Constable Pct. 1 - 4 (1100):
Approval of the revised salary schedule, as approved by Commissioners Court on 01/19/16 (AI-53024), effective 04/04/16.

BACKGROUND

Fiscal Impact

Attachments
salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 11:49 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Debbie Tamez Started On: 04/15/2016 10:34 AM
Final Approval Date: 04/15/2016

HIDALGO COUNTY
Department of Budget & Management
2016 ACTUAL SALARY SCHEDULE
COMMISSIONERS COURT

AI-54227

					CURRENT								REVISED			
Dept	Account Number	Department Name	Slot	Obj	Position Title	2015 Budgeted Salary	2016 Adjusted Salary	2016 Base Salary	% Inc	Amount Inc.	Other Adjustment	2016 Budgeted Salary	Actual Salary	Position Title	Other Adjustment	2016 Budgeted Salary	Actual Salary
280001	1100421002800010	SHERIFF	0005	113	CAPTAIN	$66,950.00	$2,009.00	$68,959.00	0	$0.00	$0.00	$68,959.00	$68,959.00	CAPTAIN	$4,756.00	$73,715.00	$73,715.00
280001	1100421002800010	SHERIFF	0365	113	CAPTAIN	$66,950.00	$2,009.00	$68,959.00	0	$0.00	$0.00	$68,959.00	$68,959.00	CAPTAIN	$4,756.00	$73,715.00	$73,715.00
280001	1100421002800010	SHERIFF	0366	113	CAPTAIN	$66,950.00	$2,009.00	$68,959.00	0	$0.00	$0.00	$68,959.00	$68,959.00	CAPTAIN	$4,756.00	$73,715.00	$73,715.00
280001	1100421002800010	SHERIFF	0367	113	CAPTAIN	$66,950.00	$2,009.00	$68,959.00	0	$0.00	$0.00	$68,959.00	$68,959.00	CAPTAIN	$4,756.00	$73,715.00	$73,715.00
280001	1100421002800010	SHERIFF	0007	113	CAPTAIN	$66,950.00	$2,009.00	$68,959.00	0	$0.00	$0.00	$68,959.00	$68,959.00	CAPTAIN	$4,756.00	$73,715.00	$73,715.00
280001	1100421002800010	SHERIFF	0417	113	CHIEF DEPUTY	$90,000.00	$2,700.00	$92,700.00	0	$0.00	$0.00	$92,700.00	$92,700.00	CHIEF DEPUTY	$1,972.00	$94,672.00	$94,672.00
280001	1100421002800010	SHERIFF	0266	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0270	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0256	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$32,346.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0250	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0251	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0252	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0253	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0254	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0268	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0255	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0269	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0257	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0258	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0259	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0263	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$32,346.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0267	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0260	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$29,690.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0264	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0265	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$31,252.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0262	113	COMMUNICATIONS OFFICER	$31,404.00	$942.00	$32,346.00	0	$0.00	$0.00	$32,346.00	$32,346.00	COMMUNICATIONS OFFICER STEP I	$2,547.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0261	113	COMMUNICATIONS OFFICER	$30,342.00	$910.00	$31,252.00	0	$0.00	$0.00	$31,252.00	$29,690.00	COMMUNICATIONS OFFICER STEP I	$3,641.00	$34,893.00	$34,893.00
280001	1100421002800010	SHERIFF	0418	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$1,062.00	$36,453.00	0	$0.00	$0.00	$36,453.00	$36,453.00	COMMUNICATIONS SUPERVISOR STEP I	$4,247.00	$40,700.00	$40,700.00
280001	1100421002800010	SHERIFF	0363	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$1,062.00	$36,453.00	0	$0.00	$0.00	$36,453.00	$36,453.00	COMMUNICATIONS SUPERVISOR STEP I	$4,247.00	$40,700.00	$40,700.00
280001	1100421002800010	SHERIFF	0244	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$1,062.00	$36,453.00	0	$0.00	$0.00	$36,453.00	$36,453.00	COMMUNICATIONS SUPERVISOR STEP I	$4,247.00	$40,700.00	$40,700.00
280001	1100421002800010	SHERIFF	0246	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$1,062.00	$36,453.00	0	$0.00	$0.00	$36,453.00	$36,453.00	COMMUNICATIONS SUPERVISOR STEP I	$4,247.00	$40,700.00	$40,700.00
280001	1100421002800010	SHERIFF	0374	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0207	113	DEPUTY SHERIFF STEP I	$43,054.00	($2,740.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0378	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0377	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280001	1100421002800010	SHERIFF	0174	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0090	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0110	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0376	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0201	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0050	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0198	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0371	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0196	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0071	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0109	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0194	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0051	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0373	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0190	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0138	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0059	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0106	113	DEPUTY SHERIFF STEP I	$39,140.00	($7,420.00)	$31,720.00	0	$0.00	$8,594.00	$40,314.00	$38,701.00	DEPUTY SHERIFF STEP I	$12,857.00	$44,577.00	$39,985.00
280001	1100421002800010	SHERIFF	0075	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0197	113	DEPUTY SHERIFF STEP I	$43,054.00	($2,740.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0119	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0124	113	DEPUTY SHERIFF STEP I	$46,120.00	($5,806.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0227	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0226	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0225	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0126	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0149	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00

HIDALGO COUNTY
Department of Budget & Management
2016 ACTUAL SALARY SCHEDULE
COMMISSIONERS COURT

AI-54227

					CURRENT								REVISED			
Dept	Account Number	Department Name	Slot	Obj	Position Title	2015 Budgeted Salary	2016 Adjusted Salary	2016 Base Salary	% Inc	Amount Inc.	Other Adjustment	2016 Budgeted Salary	Actual Salary	Position Title	Other Adjustment	2016 Budgeted Salary	Actual Salary
280001	1100421002800010	SHERIFF	0231	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0061	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0144	113	DEPUTY SHERIFF STEP I	$46,120.00	($5,806.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0122	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0111	113	DEPUTY SHERIFF STEP I	$46,120.00	($5,806.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0066	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0218	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0116	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0215	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0047	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0114	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0113	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0048	113	DEPUTY SHERIFF STEP I	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$40,314.00	DEPUTY SHERIFF STEP I	($4,589.00)	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0211	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0209	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0372	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0121	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0404	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0332	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0136	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0333	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0167	113	DEPUTY SHERIFF STEP I	$46,120.00	($5,806.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0334	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0132	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0165	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0056	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0163	113	DEPUTY SHERIFF STEP I	$46,120.00	($5,806.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0130	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0405	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0336	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0331	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0161	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0079	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0339	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280001	1100421002800010	SHERIFF	0083	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0157	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0156	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0155	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0154	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0341	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0086	113	DEPUTY SHERIFF STEP I	$47,734.00	($7,420.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0153	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0403	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0344	113	DEPUTY SHERIFF STEP I	$44,561.00	($4,247.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280001	1100421002800010	SHERIFF	0345	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0337	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0175	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0076	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0135	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0180	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0102	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0179	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0178	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0100	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0168	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0077	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0091	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0099	113	DEPUTY SHERIFF STEP I	$47,734.00	($7,420.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0053	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,432.00	$40,572.00	0	$0.00	($258.00)	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,005.00	$44,577.00	$0.00
280001	1100421002800010	SHERIFF	0171	113	DEPUTY SHERIFF STEP I	$46,120.00	($5,806.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0133	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0092	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00

HIDALGO COUNTY
Department of Budget & Management
2016 ACTUAL SALARY SCHEDULE
COMMISSIONERS COURT

AI-54227

					CURRENT								REVISED			
Dept	Account Number	Department Name	Slot	Obj	Position Title	2015 Budgeted Salary	2016 Adjusted Salary	2016 Base Salary	% Inc	Amount Inc.	Other Adjustment	2016 Budgeted Salary	Actual Salary	Position Title	Other Adjustment	2016 Budgeted Salary	Actual Salary
280001	1100421002800010	SHERIFF	0055	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0084	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0058	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0173	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
280001	1100421002800010	SHERIFF	0093	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
125032	1241421231250320	COURTHOUSE SECURITY	0009	113	DEPUTY SHERIFF STEP I	$44,561.00	($4,247.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$44,577.00
125032	1241421231250320	COURTHOUSE SECURITY	0008	113	DEPUTY SHERIFF STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280001	1100421002800010	SHERIFF	0128	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0234	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0145	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0235	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0060	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0062	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0147	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0239	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0236	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0142	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0046	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$0.00	DEPUTY SHERIFF STEP I	$2,852.00	$44,577.00	$0.00
280001	1100421002800010	SHERIFF	0238	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0237	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0204	113	DEPUTY SHERIFF STEP II	$43,054.00	($1,329.00)	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0172	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0193	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0206	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0189	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0188	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0108	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0074	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0103	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0229	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0096	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0072	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0327	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0166	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0080	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0081	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0335	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0338	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0342	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0097	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0065	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0228	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0063	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0148	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0224	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0223	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0221	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0192	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0064	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0199	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0120	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0217	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0068	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0112	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0069	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0205	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0203	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0070	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0150	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
125032	1241421231250320	COURTHOUSE SECURITY	0001	113	DEPUTY SHERIFF STEP II	$44,561.00	($2,836.00)	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
125032	1241421231250320	COURTHOUSE SECURITY	0007	113	DEPUTY SHERIFF STEP II	$44,561.00	($2,836.00)	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
125032	1241421231250320	COURTHOUSE SECURITY	0003	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00

HIDALGO COUNTY
Department of Budget & Management
2016 ACTUAL SALARY SCHEDULE
COMMISSIONERS COURT

AI-54227

					CURRENT								REVISED			
Dept	Account Number	Department Name	Slot	Obj	Position Title	2015 Budgeted Salary	2016 Adjusted Salary	2016 Base Salary	% Inc	Amount Inc.	Other Adjustment	2016 Budgeted Salary	Actual Salary	Position Title	Other Adjustment	2016 Budgeted Salary	Actual Salary
125032	1241421231250320	COURTHOUSE SECURITY	0012	113	DEPUTY SHERIFF STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY SHERIFF STEP II	$3,966.00	$45,691.00	$45,691.00
280001	1100421002800010	SHERIFF	0369	113	DIVISION CHIEF	$77,250.00	$2,318.00	$79,568.00	0	$0.00	$0.00	$79,568.00	$79,568.00	DIVISION CHIEF	$2,669.00	$82,237.00	$82,237.00
280001	1100421002800010	SHERIFF	0004	113	DIVISION CHIEF	$77,250.00	$2,318.00	$79,568.00	0	$0.00	$0.00	$79,568.00	$79,568.00	DIVISION CHIEF	$2,669.00	$82,237.00	$82,237.00
280001	1100421002800010	SHERIFF	0003	113	DIVISION CHIEF	$77,250.00	$2,318.00	$79,568.00	0	$0.00	$0.00	$79,568.00	$79,568.00	DIVISION CHIEF	$2,669.00	$82,237.00	$82,237.00
280001	1100421002800010	SHERIFF	0421	113	LIEUTENANT STEP I	$57,759.00	($4,101.00)	$53,658.00	0	$0.00	$0.00	$53,658.00	$53,658.00	LIEUTENANT STEP I	$12,609.00	$66,267.00	$66,267.00
280001	1100421002800010	SHERIFF	0393	113	LIEUTENANT STEP I	$52,095.00	$1,563.00	$53,658.00	0	$0.00	$0.00	$53,658.00	$53,658.00	LIEUTENANT STEP I	$12,609.00	$66,267.00	$66,267.00
280001	1100421002800010	SHERIFF	0019	113	LIEUTENANT STEP II	$53,918.00	$1,618.00	$55,536.00	0	$0.00	$0.00	$55,536.00	$55,536.00	LIEUTENANT STEP II	$12,388.00	$67,924.00	$67,924.00
280001	1100421002800010	SHERIFF	0015	113	LIEUTENANT STEP II	$53,918.00	$1,618.00	$55,536.00	0	$0.00	$0.00	$55,536.00	$55,536.00	LIEUTENANT STEP II	$12,388.00	$67,924.00	$67,924.00
280001	1100421002800010	SHERIFF	0013	113	LIEUTENANT STEP II	$53,918.00	$1,618.00	$55,536.00	0	$0.00	$0.00	$55,536.00	$55,536.00	LIEUTENANT STEP II	$12,388.00	$67,924.00	$67,924.00
280001	1100421002800010	SHERIFF	0018	113	LIEUTENANT STEP III	$55,805.00	$1,675.00	$57,480.00	0	$0.00	$0.00	$57,480.00	$57,480.00	LIEUTENANT STEP III	$11,463.00	$68,943.00	$68,943.00
280001	1100421002800010	SHERIFF	0014	113	LIEUTENANT STEP III	$55,805.00	$1,675.00	$57,480.00	0	$0.00	$0.00	$57,480.00	$57,480.00	LIEUTENANT STEP III	$11,463.00	$68,943.00	$68,943.00
280001	1100421002800010	SHERIFF	0011	113	LIEUTENANT STEP III	$55,805.00	$1,675.00	$57,480.00	0	$0.00	$0.00	$57,480.00	$57,480.00	LIEUTENANT STEP III	$11,463.00	$68,943.00	$68,943.00
280001	1100421002800010	SHERIFF	0012	113	LIEUTENANT STEP III	$55,805.00	$1,675.00	$57,480.00	0	$0.00	$0.00	$57,480.00	$57,480.00	LIEUTENANT STEP III	$11,463.00	$68,943.00	$68,943.00
280001	1100421002800010	SHERIFF	0020	113	LIEUTENANT STEP IV	$57,759.00	$1,733.00	$59,492.00	0	$0.00	$0.00	$59,492.00	$59,492.00	LIEUTENANT STEP IV	$10,485.00	$69,977.00	$69,977.00
280001	1100421002800010	SHERIFF	0010	113	LIEUTENANT STEP IV	$57,759.00	$1,733.00	$59,492.00	0	$0.00	$0.00	$59,492.00	$59,492.00	LIEUTENANT STEP IV	$10,485.00	$69,977.00	$69,977.00
280001	1100421002800010	SHERIFF	0200	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0087	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0195	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0202	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0233	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0220	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0230	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0232	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
125032	1241421231250320	COURTHOUSE SECURITY	0011	113	SENIOR DEPUTY SHERIFF STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY SHERIFF STEP I	$5,477.00	$49,822.00	$49,822.00
280001	1100421002800010	SHERIFF	0213	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0052	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0340	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0191	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0210	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0222	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0212	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0208	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0219	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0214	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0216	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0152	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0343	113	SENIOR DEPUTY SHERIFF STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0420	113	SENIOR DEPUTY SHERIFF STEP II	$47,734.00	($1,837.00)	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY SHERIFF STEP II	$5,171.00	$51,068.00	$51,068.00
280001	1100421002800010	SHERIFF	0162	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0143	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0160	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0176	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0049	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0125	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0146	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$0.00	SENIOR DEPUTY SHERIFF STEP I	$2,319.00	$49,822.00	$0.00
280001	1100421002800010	SHERIFF	0118	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$0.00	SENIOR DEPUTY SHERIFF STEP I	$2,319.00	$49,822.00	$0.00
280001	1100421002800010	SHERIFF	0151	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0328	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0329	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0170	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0123	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0164	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0140	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0139	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0067	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0129	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0127	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0141	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0115	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0137	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0177	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0134	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00

HIDALGO COUNTY
Department of Budget & Management
2016 ACTUAL SALARY SCHEDULE
COMMISSIONERS COURT

AI-54227

					CURRENT								REVISED			
Dept	Account Number	Department Name	Slot	Obj	Position Title	2015 Budgeted Salary	2016 Adjusted Salary	2016 Base Salary	% Inc	Amount Inc.	Other Adjustment	2016 Budgeted Salary	Actual Salary	Position Title	Other Adjustment	2016 Budgeted Salary	Actual Salary
280001	1100421002800010	SHERIFF	0169	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0159	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0131	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0158	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
125032	1241421231250320	COURTHOUSE SECURITY	0005	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
125032	1241421231250320	COURTHOUSE SECURITY	0010	113	SENIOR DEPUTY SHERIFF STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY SHERIFF STEP III	$4,331.00	$51,834.00	$51,834.00
280001	1100421002800010	SHERIFF	0082	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0117	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0085	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0057	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0089	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0088	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0073	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0107	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0105	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0095	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0098	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0054	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0078	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0104	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0101	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0094	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
125032	1241421231250320	COURTHOUSE SECURITY	0004	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
125032	1241421231250320	COURTHOUSE SECURITY	0006	113	SENIOR DEPUTY SHERIFF STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY SHERIFF STEP IV	$3,446.00	$52,612.00	$52,612.00
280001	1100421002800010	SHERIFF	0394	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0399	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0024	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0422	113	SERGEANT STEP I	$47,359.00	$1,421.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0395	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0039	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0025	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0423	113	SERGEANT STEP I	$0.00	$48,780.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$0.00	SERGEANT STEP I	$11,015.00	$59,795.00	$0.00
280001	1100421002800010	SHERIFF	0396	113	SERGEANT STEP I	$47,539.00	$1,241.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
280001	1100421002800010	SHERIFF	0401	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0397	113	SERGEANT STEP II	$50,733.00	($246.00)	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0402	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0023	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0037	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0035	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0030	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0029	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0026	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0028	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0027	113	SERGEANT STEP II	$50,733.00	($246.00)	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
280001	1100421002800010	SHERIFF	0032	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0041	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0040	113	SERGEANT STEP III	$50,733.00	($237.00)	$50,496.00	0	$0.00	$1,758.00	$52,254.00	$52,254.00	SERGEANT STEP III	$11,713.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0038	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0400	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0031	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0022	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0398	113	SERGEANT STEP III	$50,733.00	$1,521.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
125032	1241421231250320	COURTHOUSE SECURITY	0002	113	SERGEANT STEP III	$52,508.00	($254.00)	$52,254.00	0	$0.00	$0.00	$52,254.00	$52,254.00	SERGEANT STEP III	$9,955.00	$62,209.00	$62,209.00
280001	1100421002800010	SHERIFF	0419	113	SERGEANT STEP IV	$52,508.00	$1,575.00	$54,083.00	0	$0.00	$0.00	$54,083.00	$54,083.00	SERGEANT STEP IV	$9,059.00	$63,142.00	$63,142.00
280001	1100421002800010	SHERIFF	0033	113	SERGEANT STEP IV	$52,508.00	$1,575.00	$54,083.00	0	$0.00	$0.00	$54,083.00	$54,083.00	SERGEANT STEP IV	$9,059.00	$63,142.00	$63,142.00
280089	1284421002800893	COPS 13 RETENTION	0002	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280089	1284421002800893	COPS 13 RETENTION	0003	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280089	1284421002800893	COPS 13 RETENTION	0011	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
280089	1284421002800893	COPS 13 RETENTION	0012	113	DEPUTY SHERIFF STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$0.00	DEPUTY SHERIFF STEP I	$4,263.00	$44,577.00	$0.00
291001	1100421002910010	CONSTABLE PCT 1	0002	113	CHIEF DEPUTY CONSTABLE I STEP I	$53,270.00	($2,051.00)	$51,219.00	0	$0.00	$0.00	$51,219.00	$51,219.00	CHIEF DEPUTY CONSTABLE I STEP I	$11,565.00	$62,784.00	$62,784.00
291001	1100421002910010	CONSTABLE PCT 1	0003	113	SERGEANT STEP I	$50,733.00	($1,953.00)	$48,780.00	0	$0.00	$0.00	$48,780.00	$0.00	SERGEANT STEP I	$11,015.00	$59,795.00	$0.00
291001	1100421002910010	CONSTABLE PCT 1	0004	113	DEPUTY CONSTABLE STEP I	$47,734.00	($7,420.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00

HIDALGO COUNTY
Department of Budget & Management
2016 ACTUAL SALARY SCHEDULE
COMMISSIONERS COURT

AI-54227

					CURRENT								REVISED			
Dept	Account Number	Department Name	Slot	Obj	Position Title	2015 Budgeted Salary	2016 Adjusted Salary	2016 Base Salary	% Inc	Amount Inc.	Other Adjustment	2016 Budgeted Salary	Actual Salary	Position Title	Other Adjustment	2016 Budgeted Salary	Actual Salary
291001	1100421002910010	CONSTABLE PCT 1	0005	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
291001	1100421002910010	CONSTABLE PCT 1	0006	113	SENIOR DEPUTY CONSTABLE STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY CONSTABLE STEP IV	$3,446.00	$52,612.00	$52,612.00
291001	1100421002910010	CONSTABLE PCT 1	0007	113	DEPUTY CONSTABLE	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$38,701.00	DEPUTY CONSTABLE	$4,263.00	$44,577.00	$39,985.00
291001	1100421002910010	CONSTABLE PCT 1	0009	113	SENIOR DEPUTY CONSTABLE STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY CONSTABLE STEP IV	$3,446.00	$52,612.00	$52,612.00
291001	1100421002910010	CONSTABLE PCT 1	0010	113	DEPUTY CONSTABLE STEP I	$44,561.00	($4,247.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
291001	1100421002910010	CONSTABLE PCT 1	0011	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
291001	1100421002910010	CONSTABLE PCT 1	0012	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
291001	1100421002910010	CONSTABLE PCT 1	0013	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
291001	1100421002910010	CONSTABLE PCT 1	0014	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
291001	1100421002910010	CONSTABLE PCT 1	0015	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
292001	1100421002920010	CONSTABLE PCT 2	0002	113	CHIEF DEPUTY CONSTABLE I STEP II	$51,468.00	$1,544.00	$53,012.00	0	$0.00	$0.00	$53,012.00	$53,012.00	CHIEF DEPUTY CONSTABLE I STEP II	$11,342.00	$64,354.00	$64,354.00
292001	1100421002920010	CONSTABLE PCT 2	0003	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
292001	1100421002920010	CONSTABLE PCT 2	0004	113	SENIOR DEPUTY CONSTABLE STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY CONSTABLE STEP IV	$3,446.00	$52,612.00	$52,612.00
292001	1100421002920010	CONSTABLE PCT 2	0006	113	DEPUTY CONSTABLE STEP I	$44,561.00	($4,247.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
292001	1100421002920010	CONSTABLE PCT 2	0007	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
292001	1100421002920010	CONSTABLE PCT 2	0009	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
292001	1100421002920010	CONSTABLE PCT 2	0010	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
292001	1100421002920010	CONSTABLE PCT 2	0011	113	DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
292001	1100421002920010	CONSTABLE PCT 2	0012	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
292001	1100421002920010	CONSTABLE PCT 2	0013	113	DEPUTY CONSTABLE STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
292001	1100421002920010	CONSTABLE PCT 2	0015	113	SERGEANT STEP I	$47,359.00	$0.00	$47,359.00	0.03	$1,421.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
293001	1100421002930010	CONSTABLE PCT 3	0002	113	CHIEF DEPUTY CONSTABLE II STEP II	$53,918.00	$1,618.00	$55,536.00	0	$0.00	$0.00	$55,536.00	$55,536.00	CHIEF DEPUTY CONSTABLE II STEP II	$12,388.00	$67,924.00	$67,924.00
293001	1100421002930010	CONSTABLE PCT 3	0003	113	DEPUTY CONSTABLE STEP I	$47,734.00	($7,420.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
293001	1100421002930010	CONSTABLE PCT 3	0004	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
293001	1100421002930010	CONSTABLE PCT 3	0005	113	SENIOR DEPUTY CONSTABLE STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY CONSTABLE STEP IV	$3,446.00	$52,612.00	$52,612.00
293001	1100421002930010	CONSTABLE PCT 3	0006	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
293001	1100421002930010	CONSTABLE PCT 3	0007	113	SERGEANT STEP II	$49,017.00	$1,470.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	SERGEANT STEP II	$10,803.00	$61,290.00	$61,290.00
293001	1100421002930010	CONSTABLE PCT 3	0008	113	SENIOR DEPUTY CONSTABLE STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY CONSTABLE STEP II	$5,171.00	$51,068.00	$51,068.00
293001	1100421002930010	CONSTABLE PCT 3	0009	113	SENIOR DEPUTY CONSTABLE STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY CONSTABLE STEP IV	$3,446.00	$52,612.00	$52,612.00
293001	1100421002930010	CONSTABLE PCT 3	0013	113	SENIOR DEPUTY CONSTABLE STEP I	$43,054.00	$1,291.00	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY CONSTABLE STEP I	$5,477.00	$49,822.00	$49,822.00
293001	1100421002930010	CONSTABLE PCT 3	0015	113	DEPUTY CONSTABLE STEP I	$44,561.00	($4,247.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
293001	1100421002930010	CONSTABLE PCT 3	0016	113	DEPUTY CONSTABLE	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$38,701.00	DEPUTY CONSTABLE	$4,263.00	$44,577.00	$39,985.00
293001	1100421002930010	CONSTABLE PCT 3	0017	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
293001	1100421002930010	CONSTABLE PCT 3	0018	113	SENIOR DEPUTY CONSTABLE STEP II	$47,734.00	($1,837.00)	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY CONSTABLE STEP II	$5,171.00	$51,068.00	$51,068.00
294001	1100421002940010	CONSTABLE PCT 4	0002	113	CHIEF DEPUTY CONSTABLE II STEP I	$53,918.00	($260.00)	$53,658.00	0	$0.00	$0.00	$53,658.00	$53,658.00	CHIEF DEPUTY CONSTABLE II STEP I	$12,609.00	$66,267.00	$66,267.00
294001	1100421002940010	CONSTABLE PCT 4	0003	113	SENIOR DEPUTY CONSTABLE STEP III	$46,120.00	$1,383.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	SENIOR DEPUTY CONSTABLE STEP III	$4,331.00	$51,834.00	$51,834.00
294001	1100421002940010	CONSTABLE PCT 4	0005	113	DEPUTY CONSTABLE STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
294001	1100421002940010	CONSTABLE PCT 4	0006	113	SENIOR DEPUTY CONSTABLE STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY CONSTABLE STEP II	$5,171.00	$51,068.00	$51,068.00
294001	1100421002940010	CONSTABLE PCT 4	0007	113	DEPUTY CONSTABLE STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
294001	1100421002940010	CONSTABLE PCT 4	0009	113	DEPUTY CONSTABLE STEP II	$40,510.00	$1,215.00	$41,725.00	0	$0.00	$0.00	$41,725.00	$41,725.00	DEPUTY CONSTABLE STEP II	$3,966.00	$45,691.00	$45,691.00
294001	1100421002940010	CONSTABLE PCT 4	0010	113	SENIOR DEPUTY CONSTABLE STEP I	$47,734.00	($3,389.00)	$44,345.00	0	$0.00	$0.00	$44,345.00	$44,345.00	SENIOR DEPUTY CONSTABLE STEP I	$5,477.00	$49,822.00	$49,822.00
294001	1100421002940010	CONSTABLE PCT 4	0011	113	DEPUTY CONSTABLE	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$38,701.00	DEPUTY CONSTABLE	$4,263.00	$44,577.00	$39,985.00
294001	1100421002940010	CONSTABLE PCT 4	0012	113	SENIOR DEPUTY CONSTABLE STEP IV	$47,734.00	$1,432.00	$49,166.00	0	$0.00	$0.00	$49,166.00	$49,166.00	SENIOR DEPUTY CONSTABLE STEP IV	$3,446.00	$52,612.00	$52,612.00
294001	1100421002940010	CONSTABLE PCT 4	0013	113	DEPUTY CONSTABLE STEP I	$44,561.00	($4,247.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
294001	1100421002940010	CONSTABLE PCT 4	0014	113	SENIOR DEPUTY CONSTABLE STEP II	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$45,897.00	SENIOR DEPUTY CONSTABLE STEP II	$5,171.00	$51,068.00	$51,068.00
294001	1100421002940010	CONSTABLE PCT 4	0016	113	DEPUTY CONSTABLE	$44,561.00	$1,336.00	$45,897.00	0	$0.00	$0.00	$45,897.00	$38,701.00	DEPUTY CONSTABLE	($1,320.00)	$44,577.00	$39,985.00
294001	1100421002940010	CONSTABLE PCT 4	0017	113	DEPUTY CONSTABLE STEP I	$40,510.00	($196.00)	$40,314.00	0	$0.00	$0.00	$40,314.00	$40,314.00	DEPUTY CONSTABLE STEP I	$4,263.00	$44,577.00	$44,577.00
294001	1100421002940010	CONSTABLE PCT 4	0019	113	SERGEANT STEP I	$52,508.00	($3,728.00)	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00
294001	1100421002940010	CONSTABLE PCT 4	0021	113	SERGEANT STEP I	$47,359.00	$1,421.00	$48,780.00	0	$0.00	$0.00	$48,780.00	$48,780.00	SERGEANT STEP I	$11,015.00	$59,795.00	$59,795.00

AI-54230

Budget and Management 17.
B. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 1 Road Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 1 Road Maintenance (program 005) in the amount of $194,517.36 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds for Pct 1 Rd. Maint. to fund various operating expenditures. Monies are taken from the R&B unreserved fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/15/2016 11:32 AM
Budget & Management	Veronica Ortiz	04/15/2016 11:50 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Merlen P. Munoz Started On: 04/15/2016 11:14 AM
Final Approval Date: 04/15/2016

DATE: April 19, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 1 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
6-1200-431-00-121-005-0- 610	PCT 1 RD MAINT	GENERAL SUPPLIES	144,517.36
6-1200-431-00-121-005-0- 626	PCT 1 RD MAINT	GASOLINE/DIESEL	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**194,517.36**

REASON: To appropriate funding into operating expenditures for Pct 1 Rd Maint. Monies will be appropriated from the R&B unreserved Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54213

Budget and Management 17.
B. 2.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Road & Bridge (1200):
A. Approval of certification of revenues by County Auditor, for 1/3 paving revenues received from J & DMC Properties, LLC (developer Jack McClleland) in relation to the Norene Dr. road improvement project (Vista Ridge Acres Ph 5).
B. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of $84,663.47 to fund road maintenance expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-005-0-610
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in relation to 1/3 paving revenues for Pct. 1 Rd. Maint.

Monies were receipted & posted on 4-7-16 in revenue acct #6-1200-341-30-121-001-0-000 "R & B Pct. 1 1/3 Paving Rev." (refer to receipt #197063); certification of revenues request letter sent by DBM to Auditor's Office on 4-14-16.

Attachments

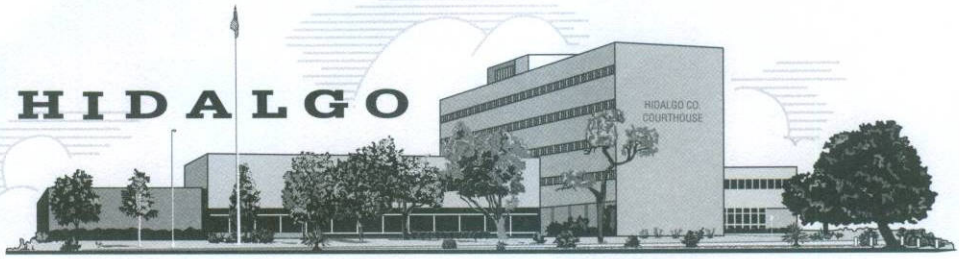
COR
DBM Request Letter for Cert. of Rev.
Pct. 1 Rd. Maint appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	04/15/2016 01:02 PM
Budget & Management	Veronica Ortiz	04/15/2016 01:26 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Ivan Cantu Started On: 04/14/2016 01:47 PM
Final Approval Date: 04/15/2016

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 15, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from 1/3 paving proceeds for Vista Ridge Acres Ph. 5 Subdivision (Norene Drive) in Precinct 1 in the amount of $84,663.47. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/15/16
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget



Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina R. Trevino, Assistant Budget Officer

Date: Thursday, April 14, 2016

Subject: Certification of Revenues- 1/3 Paving Revenues for Norene Drive - Pct. 1

Cc:
Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Ivan Cantu, Budget Analyst III
Sergio Cruz, Budget Officer
Katia Garcia, Executive Assistant
Raul Lozano, Chief Administrator
Damaris SanMiguel, Director-Budget Div.

On behalf of Precinct No. 1, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$84,663.47.** These revenues represent 1/3 paving revenues in relation to the Norene Dr. road improvement project for the Vista Ridge Acres Phase 5 subdivision, which is located in Pct. 1.

These revenues were receipted and recorded in acct #6-1200-223-00-121-059-0-000 "R & B Pct. 1-Unearned Rev. 1/3 Vista Ridge" on 4-7-16 (refer to receipt #197063) and subsequently accepted by Commissioners Court on 4-12-16 (AI #54147).

As confirmed by the Planning Department in a letter sent to your office dated 2-24-16, the road improvement has been completed and inspected; therefore, according to the Accounting Division staff from your office, the revenues will be reclassified to account no. 6-1200-341-30-121-001-0-000 "R & B Pct. 1-1/3 Paving Rev".

Furthermore, please be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 04-19-16 (AI-54213). Funds will be appropriated under the Pct. 1 Road & Bridge budget. Attached for your reference, please find the pertinent supporting documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5405 or Damaris SanMiguel at ext. 5410.

AI-54213

Budget and Management
40. A. 3.

CC - REGULAR

Meeting Date:	04/19/2016
Submitted For:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Road & Bridge (1200):
A. Approval of certification of revenues by County Auditor, for 1/3 paving revenues received from J & DMC Properties, LLC (developer Jack McClleland) in relation to the Norene Dr. road improvement project (Vista Ridge Acres Ph 5).
B. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of $84,663.47 to fund road maintenance expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-121-005-0-610
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Appropriation of funds in relation to 1/3 paving revenues for Pct. 1 Rd. Maint.

Monies were receipted & posted on 4-7-16 in revenue acct #6-1200-341-30-121-001-0-000 "R & B Pct. 1 1/3 Paving Rev." (refer to receipt #197063); certification of revenues request letter sent by DBM to Auditor's Office on 4-14-16.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date

Ivan Cantu (Originator)
Budget & Management
Final Approval
Form Started By: Ivan Cantu Started On: 04/14/2016 01:47 PM

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Thursday, April 14, 2016 3:52 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; becky.luna@auditor.co.hidalgo.tx.us; nereyda.gonzalez@auditor.co.hidalgo.tx.us; Ivan Cantu; Sergio Cruz; Katia Garcia; Raul Lozano; Damaris SanMiguel
Subject: Certification of Revenues - 1/3 Paving Revenues for Norene Drive - Pct. 1
Attachments: Certification of Revenues - 0.33 Paving Revenues for Norene Drive - Pct. 1.pdf

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget



Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina R. Trevino, Assistant Budget Officer

Date: Thursday, April 14, 2016

Subject: Certification of Revenues- 1/3 Paving Revenues for Norene Drive - Pct. 1

Cc:
Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Ivan Cantu, Budget Analyst III
Sergio Cruz, Budget Officer
Katia Garcia, Executive Assistant
Raul Lozano, Chief Administrator
Damaris SanMiguel, Director-Budget Div.

On behalf of Precinct No. 1, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$84,663.47.** These revenues represent 1/3 paving revenues in relation to the Norene Dr. road improvement project for the Vista Ridge Acres Phase 5 subdivision, which is located in Pct. 1.

These revenues were receipted and recorded in acct #6-1200-223-00-121-059-0-000 "R & B Pct. 1-Unearned Rev. 1/3 Vista Ridge" on 4-7-16 (refer to receipt #197063) and subsequently accepted by Commissioners Court on 4-12-16 (AI #54147).

As confirmed by the Planning Department in a letter sent to your office dated 2-24-16, the road improvement has been completed and inspected; therefore, according to the Accounting Division staff from your office, the revenues will be reclassified to account no. 6-1200-341-30-121-001-0-000 "R & B Pct. 1-1/3 Paving Rev".

Furthermore, please be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 04-19-16 (AI-54213). Funds will be appropriated under the Pct. 1 Road & Bridge budget. Attached for your reference, please find the pertinent supporting documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5405 or Damaris SanMiguel at ext. 5410.

--

Alfredo Esparza
Budget Clerk II
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5409
alfredo.esparza@co.hidalgo.tx.us

C. AI-54100 Discussion, consideration and approval of May 24, 2016 Primary Runoff Election Early Voting poll locations. add STC Cooper Center

D. AI-54099 Approval of Full Contract for Election Services between Hidalgo County and the City of La Villa for their election to be held on May 7, 2016.

E. AI-54098 Approval of Full Contract for Election Services between Hidalgo County and the City of Hidalgo for their election to be held on May 7, 2016.

F. AI-54097 Approval of Full Contract for Election Services between Hidalgo County and the AGUA Special Utility District for their election to be held on May 7, 2016.

G. AI-54096 Approval of Full Contract for Election Services between Hidalgo County and Progreso Independent School District for their election to be held on May 7, 2016.

H. AI-54095 Approval of Full Contract for Election Services between Hidalgo County and Donna Independent School District for their election to be held on May 7, 2016.

I. AI-54094 Approval of Full Contract for Election Services between Hidalgo County and the City of Mission for their election to be held on May 7, 2016.

12. **Planning Department:** T. J. Arredondo

A. AI-54147 1. Request approval to rescind action on Agenda Item No. 53456 3a. February 23, 2016 (partial reimbursement - Victor Ridge)

2. Request to accept check #1386 from Developer Jack McClleland for 2/3 escrow of Norene Drive in the amount of $84,663.47

3. Request to accept check #11881 from Gary Frisby for cost participation with Pct. 4 for the paving of Ramseyer Road in the amount of $26,875.20

4. Reimbursements of Financial Guarantee
   a. Ranchitos Escondidos Ph. 1- Pct. 4
   b. Las Estrellas No. 3 Subdivision- Pct. 3
   c. Las Estrellas No. 4 Subdivision- Pct. 3
   d. Los Osos Ph. 1 Subdivision- Pct. 4
   e. Oak Hill Ranch Ph. 2 Subdivision- Pct. 1

5. Request for reimbursement to Gary Frisby in the amount of $72,794.25 due to 100% participation in the paving of 1,450ft. of Cesar Chavez Road by developer.

13. **Precinct #4 - Comm. Palacios:** Jesse O. (develop park + bldg. for tutorial)

A. AI-54101 Requesting authorization for appraisal, survey, metes and bounds, title commitment, and title policy for the North Ware Road Recreation Project.

14. **Budget & Management:** Sergio

A. AI-54051 1. Discuss, consideration and approval to submit the following FEMA PWs related to the May/June DR-4223 with authority for County Judge to sign required documentation.

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

February 24, 2016

Mr. Reymundo Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx. 78539-6243

RE: 2/3 Paving Escrow Account for Precinct No. 1
Vista Ridge Acres Ph. 5 Subdivision

Dear Mr. Eufracio,

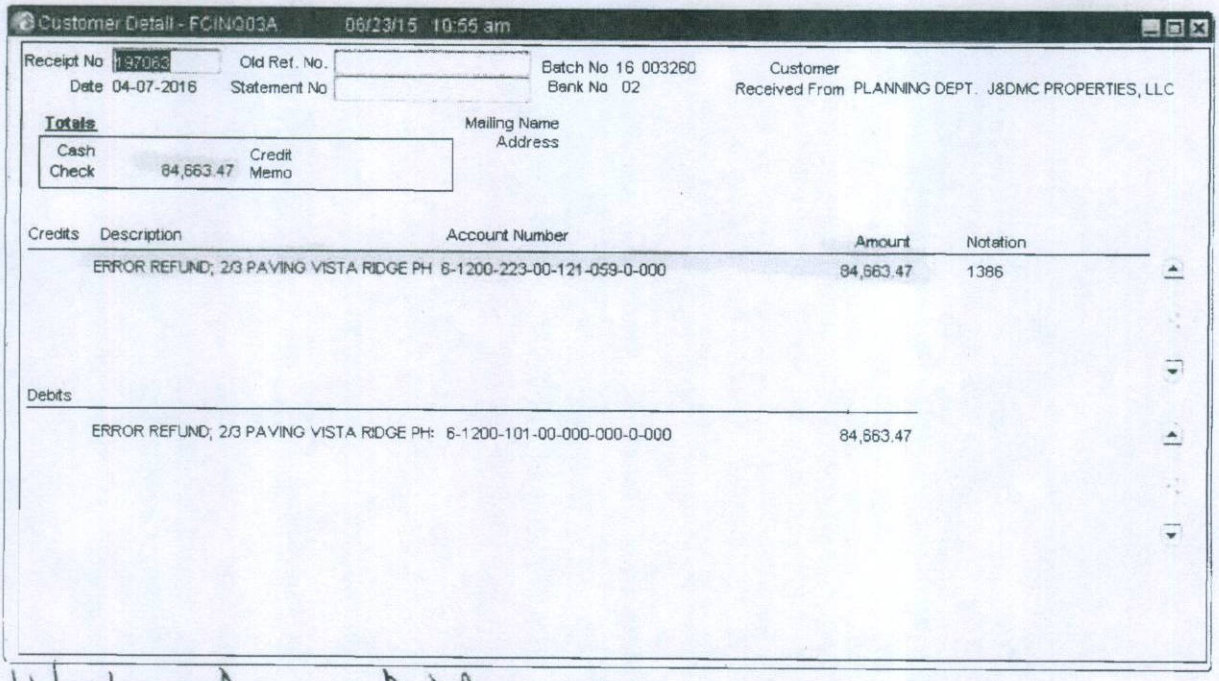
Please be aware that Vista Ridge Acres Ph. 5 Subdivision has been inspected by our department with regard to the 2/3 Paving Escrow Account for Precinct No. 1. We have confirmed that the road listed below has been constructed as of February 16, 2016 and it complies with County specifications as per Appendix 5, Section 2.9, of the Hidalgo County Subdivision Rules. Please allocate the amount of the escrow of $84,663.47 to the appropriate Precinct No. 1 account in order to reimburse the precinct for the expenses incurred for this project. Attached are on-site inspection photos of the road in question.

PCT.	SUBDIVISION NAME	AMOUNT	ROAD	INSPECTION DATE
1	Vista Ridge Acres Ph.5	$84,663.47	Norene Dr.	Feb.16, 2016

If you should have any questions, please contact me at (956) 318-2840.

Thank You,
HIDALGO COUNTY PLANNING DEPARTMENT

T.J. Arredondo, CFM
Director of Planning



Customer Detail - FCINQ03A 06/23/15 10:55 am

Receipt No 197063 Old Ref. No.
Date 04-07-2016 Statement No

Batch No 16 003260
Bank No 02

Customer
Received From PLANNING DEPT. J&DMC PROPERTIES, LLC

Totals

Cash		Credit
Check	84,663.47	Memo

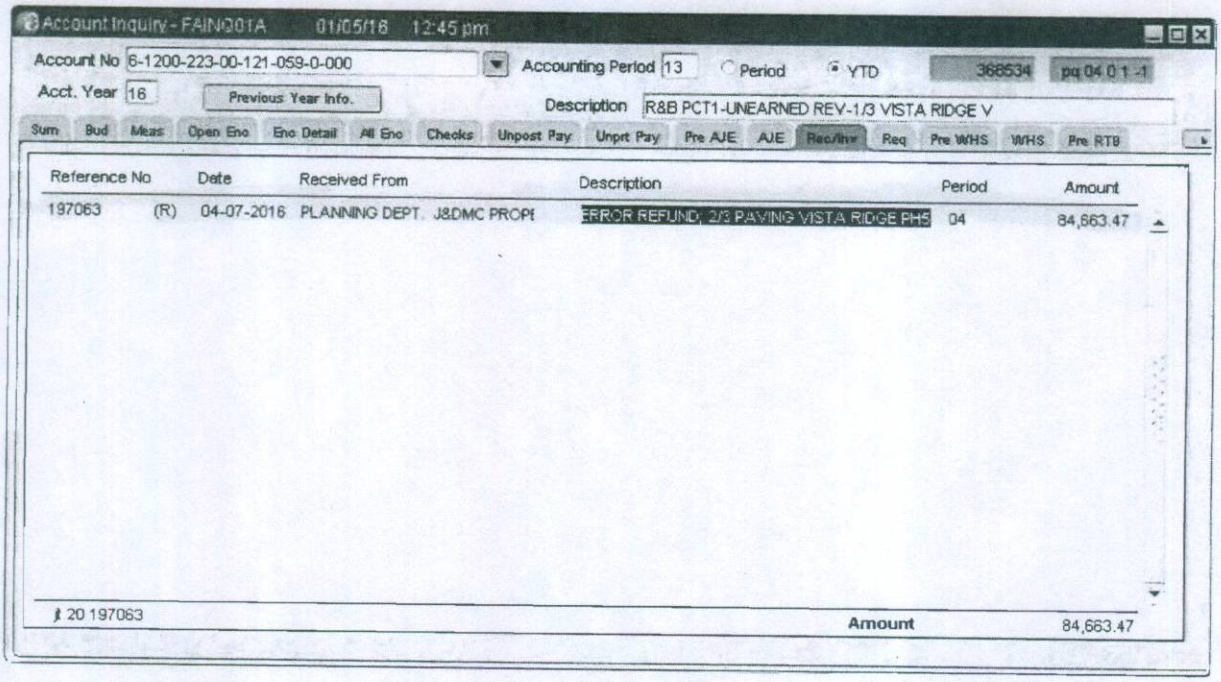
Mailing Name
Address

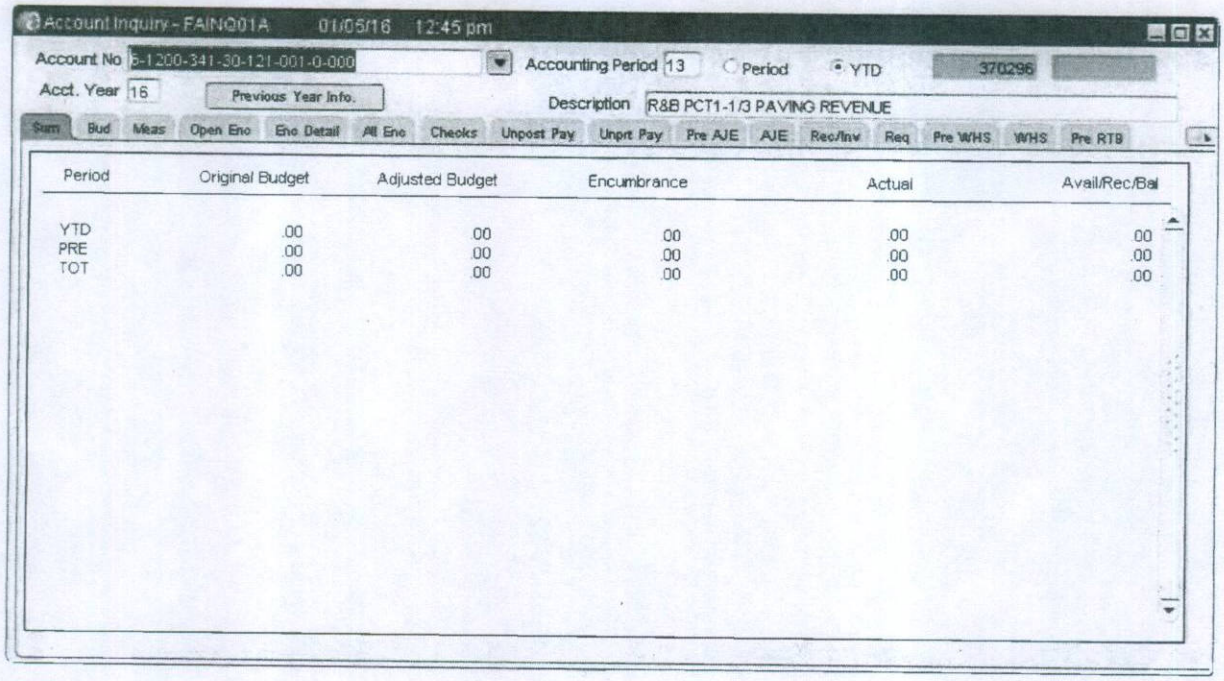
Credits	Description	Account Number	Amount	Notation
	ERROR REFUND; 2/3 PAVING VISTA RIDGE PH	6-1200-223-00-121-059-0-000	84,663.47	1386

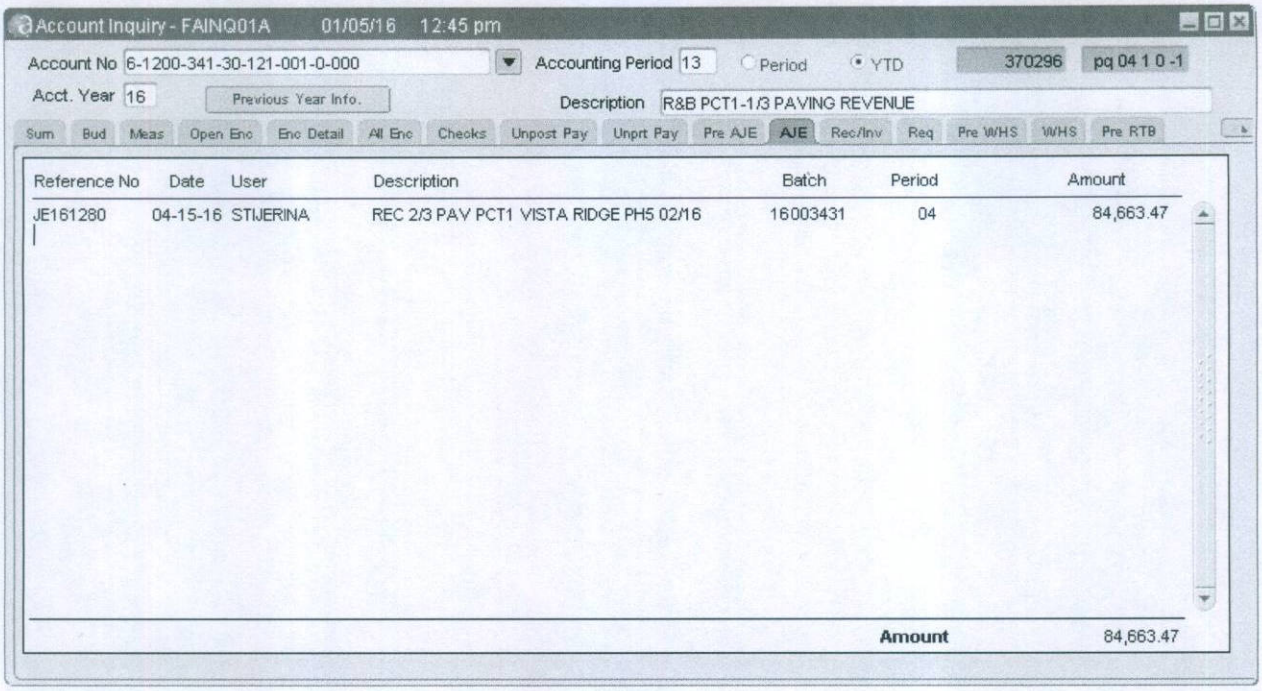
Debits			
	ERROR REFUND; 2/3 PAVING VISTA RIDGE PH:	6-1200-101-00-000-000-0-000	84,663.47

4/13/16 - As per Admins Office, a JE will be prepared to recognize unearned revenue as earned revenue and record in acct # 6-1200-341-30-121-059-0-000 "R+B Pct. 1 - 1/3 Paving Rev."

TH
4/13/16


Account Inquiry - FAIN001A 01/05/18 12:45 pm
Account No 6-1200-223-00-121-059-0-000
Accounting Period 13
Period
YTD
368534
pg 04 0 1 -1
Acct. Year 16
Previous Year Info.
Description R&B PCT1-UNEARNED REV-1/3 VISTA RIDGE V
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
197063 (R) 04-07-2016 PLANNING DEPT. J&DMC PROPI ERROR REFUND, 2/3 PAVING VISTA RIDGE PHS 04 84,663.47
20 197063
Amount
84,663.47


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1200-341-30-121-001-0-000
Accounting Period 13
Period
YTD
370296
Acct. Year 16
Previous Year Info.
Description R&B PCT1-1/3 PAVING REVENUE
Sum
Bud
Meas
Open Enc
Enc Detail
All Enc
Checks
Unpost Pay
Unprt Pay
Pre AJE
AJE
Rec/Inv
Req
Pre WHS
WHS
Pre RTS
Period
Original Budget
Adjusted Budget
Encumbrance
Actual
Avail/Rec/Bal
YTD .00 .00 .00 .00 .00
PRE .00 .00 .00 .00 .00
TOT .00 .00 .00 .00 .00


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1200-341-30-121-001-0-000
Accounting Period 13
Period
YTD
370296
pg 04 1 0 -1
Acct. Year 16
Previous Year Info.
Description R&B PCT1-1/3 PAVING REVENUE
Sum
Bud
Meas
Open Enc
Enc Detail
All Enc
Checks
Unpost Pay
Unprt Pay
Pre AJE
AJE
Rec/Inv
Req
Pre WHS
WHS
Pre RTB
Reference No
Date
User
Description
Batch
Period
Amount
JE161280
04-15-16
STIJERINA
REC 2/3 PAV PCT1 VISTA RIDGE PH5 02/16
16003431
04
84,663.47
Amount
84,663.47

Subject: Journal Entry

JE - 161280

DATE: 4/12/2016

DUPLICATE

PREPARED BY: Nereyda Gonzalez

REVIEWED BY: 4-14-16

003431

ACCOUNT NAME	ACCOUNT NO.	DEBIT	CREDIT
R&B PCT1-UNEARNED REV-1/3 VISTA RIDGE V	6-1200-223-00-121-059-0-000	84,663.47	
R&B PCT1-1/3 PAVING REVENUE	6-1200-341-30-121-001-0-000		84,663.47
TOTAL		84,663.47	84,663.47

To record 1/3 paving revenue and partially clear unearned revenue account for the completion of road Norene Dr on Vista Ridge Acres Ph 5 Subdivision by Precinct 1. Note that there is a remaining balance on the account in the amount of $38,419.16; this amount is for the construction of road Mile 5 1/2 West which has not been constructed yet.

REC 2/3 PAV PCT1 VISTA RIDGE PH5 02/16

	Account Balance
6-1200-223-00-121-059-0-000	123,082.63
Revenue earned for the construction of Norene Dr.	(84,663.47)
Balance on account for construction of Mile 5 1/2 West Road	38,419.16

04/16

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
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Precinct No. 1 Substation
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Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

April 11, 2016

Mr. Reymundo Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx. 78539-6243

RE: 2/3 Paving Escrow Account for Precinct No. 1
Vista Ridge Acres Ph. 5 Subdivision

Dear Mr. Eufracio,

Please be aware that Vista Ridge Acres Ph. 5 Subdivision has been inspected by our department with regard to the 2/3 Paving Escrow Account for Precinct No. 1. We have confirmed that the road listed below has been constructed as of February 16, 2016 and it complies with County specifications as per Appendix 5, Section 2.9, of the Hidalgo County Subdivision Rules. Please allocate the amount of the escrow of $84,663.47 to the appropriate Precinct No. 1 account in order to reimburse the precinct for the expenses incurred for this project. The remaining $38, 419.16 of the original 123,082.63 is the 1/3 escrow for Mile 5 ½ West Road and it is yet to be determined when the County will utilize the funds to construct the road. Attached are on-site inspection photos of the road in question.

PCT.	SUBDIVISION NAME	AMOUNT	ROAD	INSPECTION DATE
1	Vista Ridge Acres Ph.5	$84,663.47	Norene Dr.	Feb.16, 2016

If you should have any questions, please contact me at (956) 318-2840.

Thank You,
HIDALGO COUNTY PLANNING DEPARTMENT

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE *Acct #* - 1100-341-30-210-003-0-000 Permit No.	
TOTAL	

○ SUBDIVISION FEES *Acct #* - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW *Acct #* - 1100-341-30-210-003-0-000	
1/3 Paving	123,082.63
Septic Tank -	
Other	
TOTAL	123,082.63

Date July 8 20 14

Received of: J & DMC Properties, LLC $ 123,082.63

One hundred twenty-three thousand eighty-two 63/100 *Dollars*

Subdivision: Vista Ridge Acres Ph. 5 (Tracee Dr. + Multiple)

Cash _____ Check # 1014 M.O. # _____

Received by: [signature]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70337 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

TXDCH14344449

J&DMC PROPERTIES, LLC
2614 W FREDDY GONZALEZ DR
EDINBURG, TX 78539
PH. 956-318-0956 956-331-6480

FIRST COMMUNITY BANK
1151 W. HIGHWAY 77
SAN BENITO, TX 78586

1014
88-828/1149
09

6/27/2014

PAY TO THE ORDER OF Hidalgo County

$**123,082.63

One Hundred Twenty-Three Thousand Eighty-Two and 63/100********** DOLLARS

Hidalgo County

MEMO Vista Ridge Acres Ph 5- Paving Escrow

[signature] MP
AUTHORIZED SIGNATURE

⑈001014⑈ ⑆114908289⑆ ⑈0000072524⑈

T.J. Arredondo, CFM
Director of Planning

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

Vista Ridge Acres Phase 5 SUBDIVISION
(2/3 escrow for Noren Drive reimbursement)
ONSITE INSPECTION

WATER FACILITIES: N/A

OSSF / SANITARY SEWER: N/A

DRAINAGE: N/A

NOREN DRIVE PAVING:

- ☑ **Street stop sign and street names for Noren Drive and Mile 20 North Road have been installed.**
- ☑ **Street construction has been complete and in accordance with county specifications**

You may contact me at (956)318-2840 with any questions regarding thisreport.

Respectfully,
Hidalgo County Planning Department

Guillermo A. Rodriguez

Date 02-016-2016

Guillermo A. Rodriguez
Operations Field Inspector





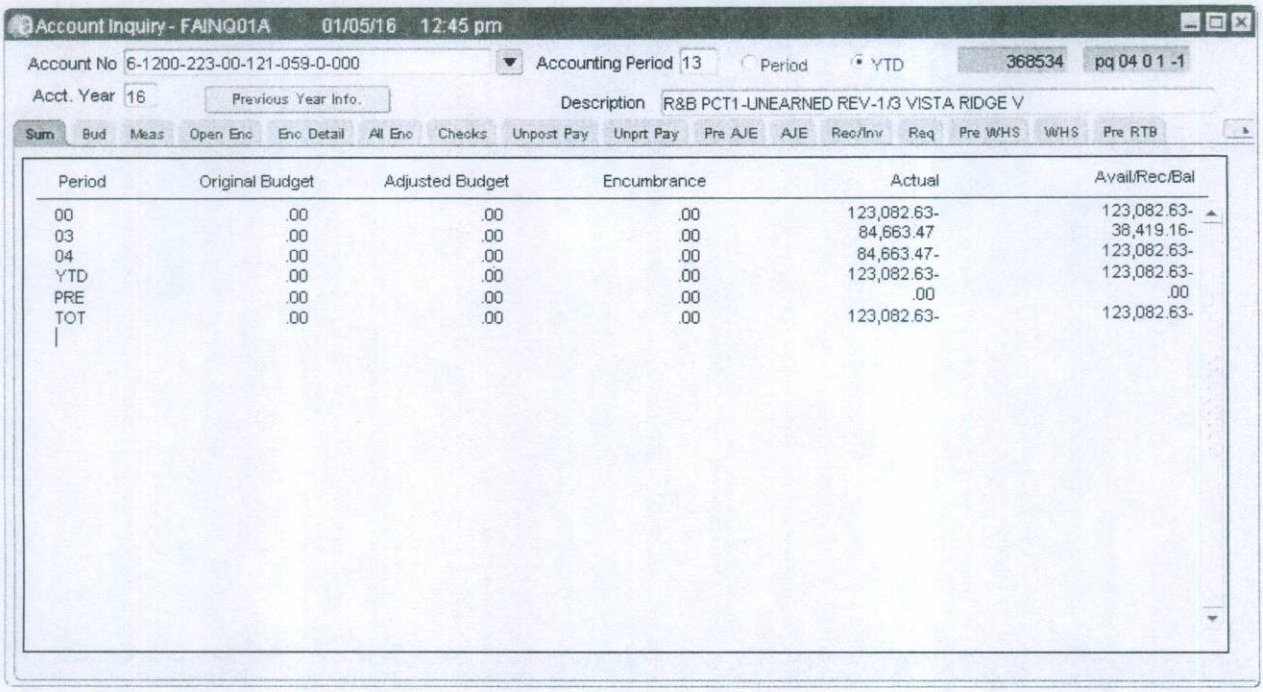




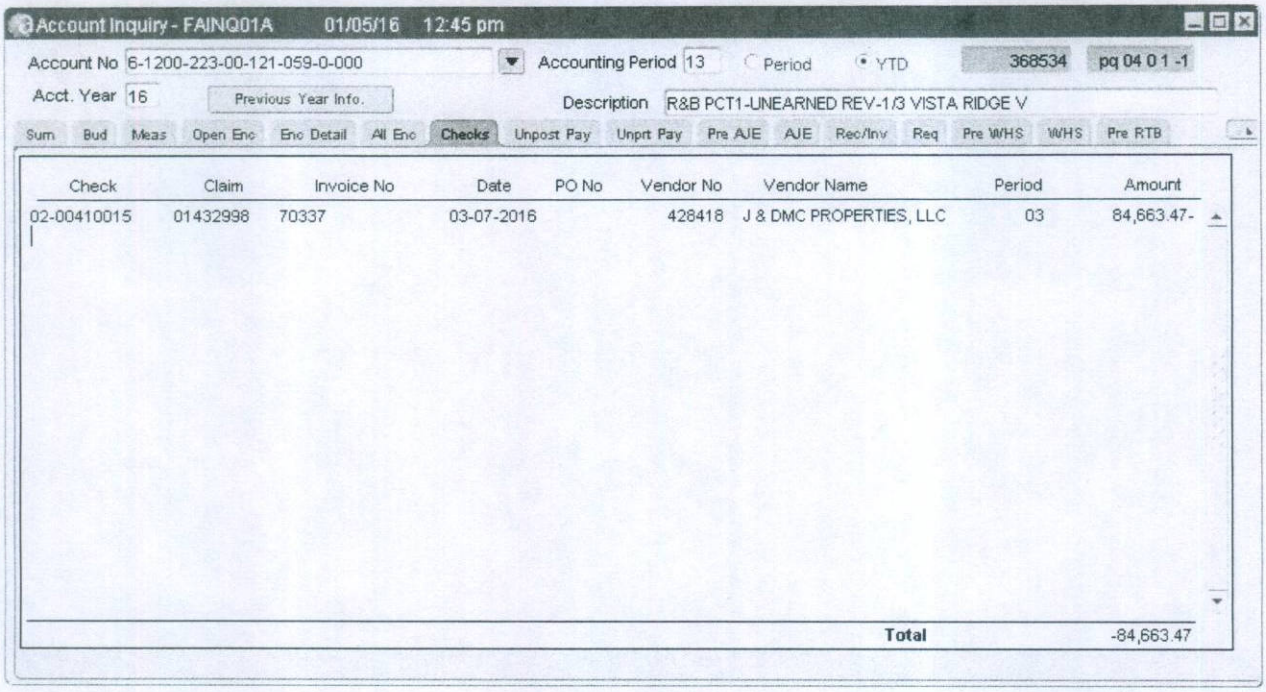


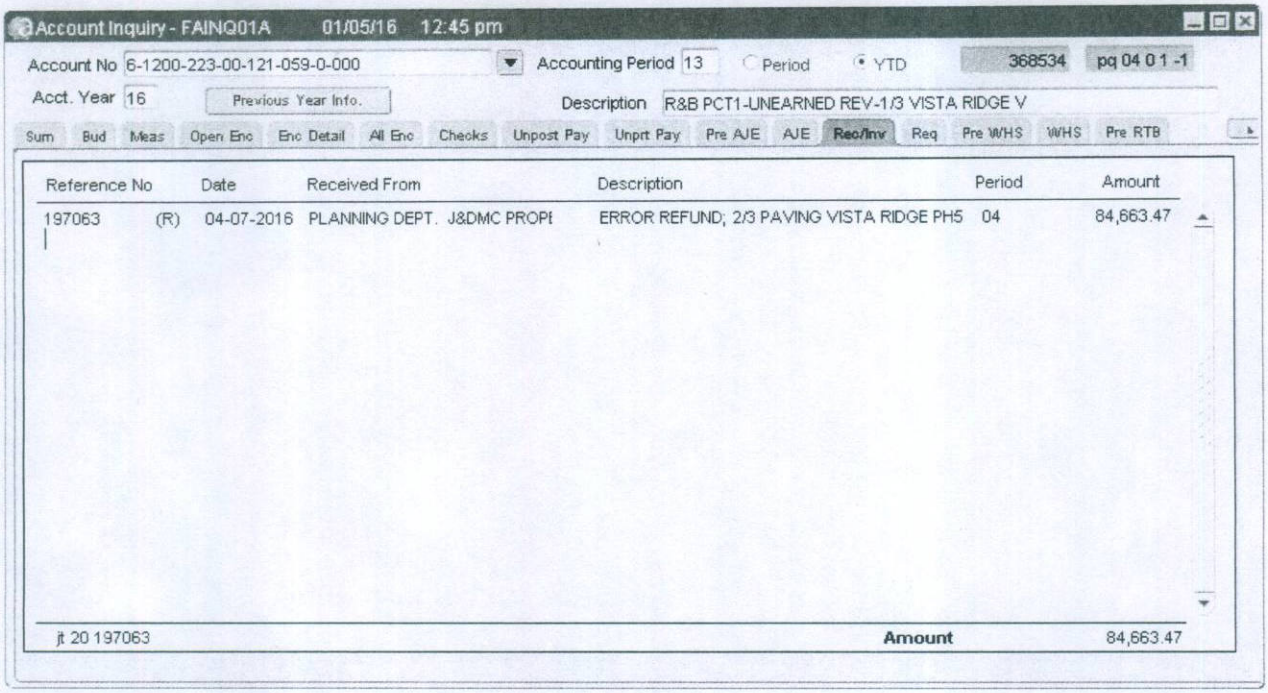






Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
00	.00	.00	.00	123,082.63-	123,082.63-
03	.00	.00	.00	84,663.47	38,419.16-
04	.00	.00	.00	84,663.47-	123,082.63-
YTD	.00	.00	.00	123,082.63-	123,082.63-
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	123,082.63-	123,082.63-


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1200-223-00-121-059-0-000
Accounting Period 13
Period
YTD
368534
pq 04 0 1 -1
Acct. Year 16
Previous Year Info.
Description R&B PCT1-UNEARNED REV-1/3 VISTA RIDGE V
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Check Claim Invoice No Date PO No Vendor No Vendor Name Period Amount
02-00410015 01432998 70337 03-07-2016 428418 J & DMC PROPERTIES, LLC 03 84,663.47-
Total -84,663.47


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1200-223-00-121-059-0-000
Accounting Period 13
Period
YTD
368534
pg 04 0 1 -1
Acct. Year 16
Previous Year Info.
Description R&B PCT1-UNEARNED REV-1/3 VISTA RIDGE V
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
197063 (R) 04-07-2016 PLANNING DEPT. J&DMC PROPI ERROR REFUND; 2/3 PAVING VISTA RIDGE PH5 04 84,663.47
jt 20 197063 Amount 84,663.47

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 177196

Received From: CM PLANNING DEPT. 07-08-2014 Date 07/11/14

1	07-08-14 70333-70346 32101752	4-1200-223-00-121-059-0-000	123,082.63
2	07-08-14 70333-70346 32101752	4-1100-341-30-210-003-0-000	390.00

Total: **123,472.63**

Check Total	.00
Cash Total	.00
Credit Total	123,472.63
Other Total	.00

HIDALGO COUNTY PLANNING DEPARTMENT
DAILY REMITTANCE/CLOSE-OUT FORM

DATE OF COLLECTION: Tuesday, July 08, 2014 **LOCATION:** EDINBURG

PART I: RECAP OF RECEIPTS ISSUED

RECEIPT NUMBER	METHOD OF PAYMENT: CASH	METHOD OF PAYMENT: CHECK #	PAYEE NAME/ CONTRACTOR	HELD IN ESCROW: 1/3 PAVING	HELD IN ESCROW: SEPTIC TANK	HELD IN ESCROW: OTHER	UTILITY CERTIFICATE: FEE $30	UTILITY CERTIFICATE: PERMIT NO. (ENTER HERE)	SUBDIVISION FEES: FILLING/ REVIEW FEE	SUBDIVISION FEES: 2% INSPEC. FEE	SUBDIVISION FEES: MAPS	SUBDIVISION FEES: SUBD. RULES BK	SUBDIVISION FEES: OTHER	TOTAL CASH COLLECTED
70333	x		HECTOR LOPEZ				30	4-13514						$ 30.00
70334	x		EMILIO TAMEZ				30	4-13515						$ 30.00
70335	x		EMILIO TAMEZ(Utity Cert Reinst Fee)				30	4-13515						$ 30.00
70336	x		MOISES ESPEJO				30	4-13516						$ 30.00
70337		1014	VISTA RIDGE ACRES PH 5	123,082.63										$ 123,082.63
70338	x		ROSELDO CORONA				30	4-13517						$ 30.00
70339	x		Frank Schuster(Blk 6-Light Light Well)				30	R277338						$ 30.00
70340	x		Frank Schuster(Blk 11-Light light Well)				30	R307729						$ 30.00
70341	x		MARIA I HERNANDEZ(AG WTR)				30	N/A						$ 30.00
70342	x		GUADALUPE FLORES				30	4-13518						$ 30.00
70343	x		JOEL RODRIGUEZ(Utty Cert-Reinst Light)				30	R681352						$ 30.00
70344	x		MARIA SILVA(Utty Cert Reinst Light)				30	R252751						$ 30.00
70345	x		VLADIMIR CRUZ				30	4-13519						$ 30.00
70346	x		JOSE GOMEZ				30	4-13520						$ 30.00
														$ -
														$ -
														$ -
														$ -
														$ -
														$ -
				Total Collections (pg 1-2): $ 123,082.63			Total Collections (pg 1-2): $ 390.00		Total Collections (pg 1-2): $ -			Subtotal from Page 1		$ 123,472.63
												Subtotal from Page 2		$ -
													TOTAL	$ 123,472.63

PART II: CASH ON HAND BY ACTUAL COUNT

A.) CURRENCY

	Ones	$ -
	Fives	$ -
1	Tens	$ 10.00
9	Twenties	$ 180.00
	Fifties	$ -
2	Hundreds	$ 200.00
	TOTAL	$ 390.00

B.) COINS

	Pennies	$ -
	Nickels	$ -
	Dimes	$ -
	Quarters	$ -
	Half Dollars	$ -
	Silver Dollars	$ -
	TOTAL	$ -

C.) TOTAL CHECKS $ 123,082.63

D.) TOTAL CHECKS, CURRENCY, & COINS ON HAND (A+B+C)..... $ 123,472.63

E.) TOTAL TO BE DEPOSITED WITH COUNTY TREASURER..... $ 123,472.63

COMMENTS:

Any variance must be immediately reconciled & brought to the attention of the County Auditor - Internal Audit Division. When a variance occurs, submit a properly reconciled copy of this form & copies of the correlating validated deposit slip, to the County Auditor - Internal Audit Division.

PART III: ACKNOWLEDGEMENT AND APPROVAL

I have counted and acknowledge receipt of all cash and checks collected.

COUNTED BY: Lima Celia Castillo WITNESSED BY: J&R. Jones

Validated deposit slip was verified to daily remittance/close-out report by: _____

DATE APPROVED _____ APPROVED BY _____

PART IV: SUMMARY OF DEPOSITS

1. CO. TREASURER GEN. FUND	CREDIT GL ACCOUNT NO.		AMOUNT	Deposit Slip #
a. Held in Escrow			$ 123,082.63	32101752
I. 1/3 Paving	4-1200-223-00-121-059-0-000	$ 123,082.63		
II. Septic Tank	1100-211-00-000-018-0-000	$ -		
III. Other	1100-211-00-000-026-0-000	$ -		
b. Utility Certificate Fee	1100-341-30-210-003-0-000		$ 390.00	
c. Subdivision Collection Fee	1100-341-30-210-001-0-000		$ -	
d. Other _____	_____	1/3 Paving	_____	
d. Other _____	_____	1/3 Paving	_____	

TOTAL TO BE DEPOSITED TO GEN. FUND BANK ACCOUNT $ 123,472.63

*ATTACH VALIDATED DEPOSIT SLIP & INDICATE AMTS TO BE DEPOSITED TO EACH ACCT .

Note: This report must be submitted to Treasurer via Fax on a daily basis along w/validated deposit slip.

AUDITOR'S FORM RE-PLAN-007 REVISED: 11/08

Lone Star National BanR

LSB 4001 (R 6/10)

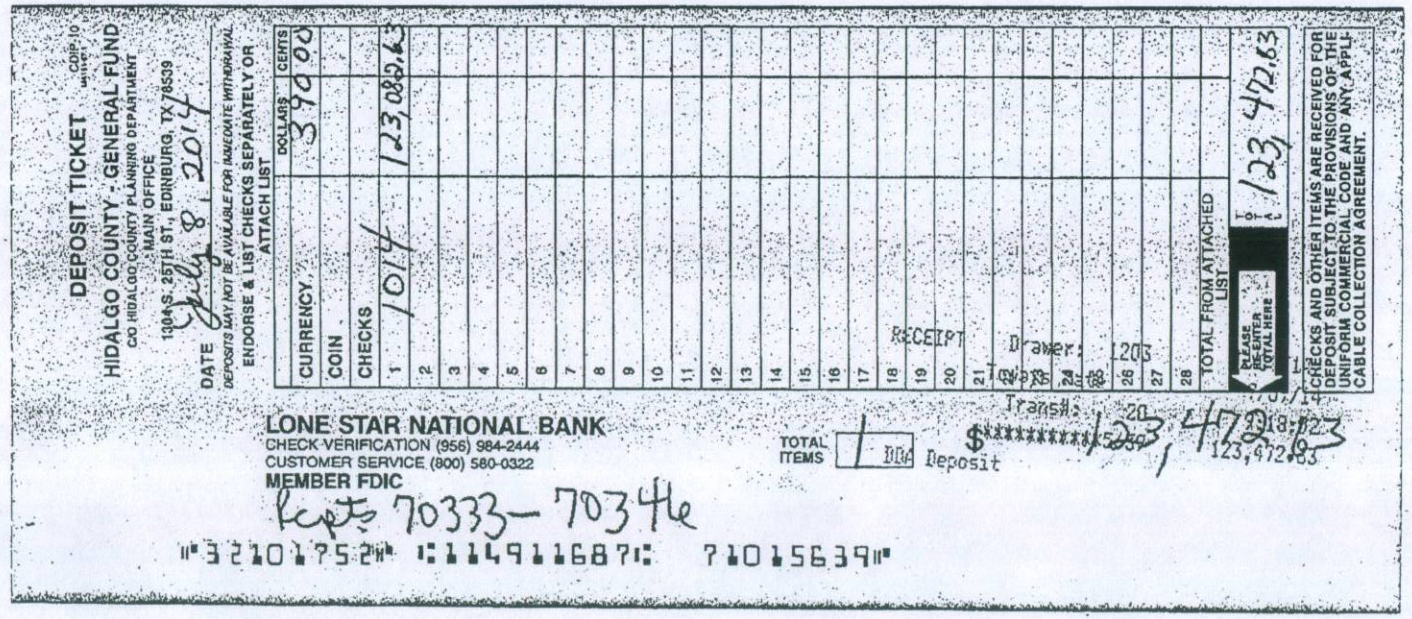
Checks and other items received for deposit are subject to the terms and conditions of this bank's deposit agreement and check clearing policy. Transactions after 6:30 p.m. will be processed the next business day. Deposits may not be available for immediate withdrawal.

RECEIPT

Drawer:	1203	7/09/14
Todays Date		7/09/14
Trans#:	20	9:18:02
************	5639	123,472.63

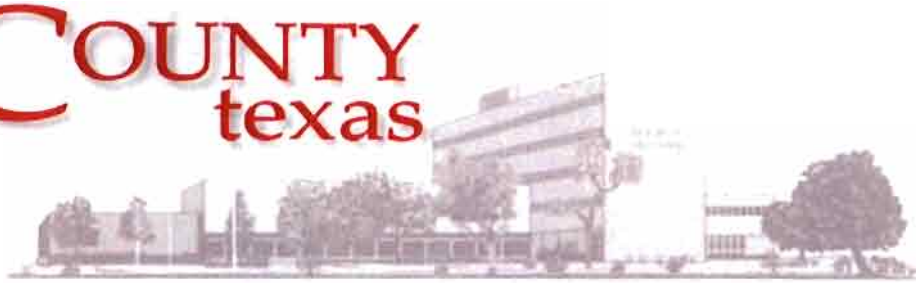
DDA Deposit

This is a Deposit Receipt unless otherwise indicated.



HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget



Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina R. Trevino, Assistant Budget Officer

Date: Thursday, April 14, 2016

Subject: Certification of Revenues- 1/3 Paving Revenues for Norene Drive - Pct. 1

Cc:
Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Ivan Cantu, Budget Analyst III
Sergio Cruz, Budget Officer
Katia Garcia, Executive Assistant
Raul Lozano, Chief Administrator
Damaris SanMiguel, Director-Budget Div.

On behalf of Precinct No. 1, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$84,663.47.** These revenues represent 1/3 paving revenues in relation to the Norene Dr. road improvement project for the Vista Ridge Acres Phase 5 subdivision, which is located in Pct. 1.

These revenues were receipted and recorded in acct #6-1200-223-00-121-059-0-000 "R & B Pct. 1-Unearned Rev. 1/3 Vista Ridge" on 4-7-16 (refer to receipt #197063) and subsequently accepted by Commissioners Court on 4-12-16 (AI #54147).

As confirmed by the Planning Department in a letter sent to your office dated 2-24-16, the road improvement has been completed and inspected; therefore, according to the Accounting Division staff from your office, the revenues will be reclassified to account no. 6-1200-341-30-121-001-0-000 "R & B Pct. 1-1/3 Paving Rev".

Furthermore, please be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 04-19-16 (AI-54213). Funds will be appropriated under the Pct. 1 Road & Bridge budget. Attached for your reference, please find the pertinent supporting documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5405 or Damaris SanMiguel at ext. 5410.

C. **AI-54100** Discussion, consideration and approval of May 24, 2016 Primary Runoff Election Early Voting poll locations. add STC Cooper Center

D. **AI-54099** Approval of Full Contract for Election Services between Hidalgo County and the City of La Villa for their election to be held on May 7, 2016.

E. **AI-54098** Approval of Full Contract for Election Services between Hidalgo County and the City of Hidalgo for their election to be held on May 7, 2016.

F. **AI-54097** Approval of Full Contract for Election Services between Hidalgo County and the AGUA Special Utility District for their election to be held on May 7, 2016.

G. **AI-54096** Approval of Full Contract for Election Services between Hidalgo County and Progreso Independent School District for their election to be held on May 7, 2016.

H. **AI-54095** Approval of Full Contract for Election Services between Hidalgo County and Donna Independent School District for their election to be held on May 7, 2016.

I. **AI-54094** Approval of Full Contract for Election Services between Hidalgo County and the City of Mission for their election to be held on May 7, 2016.

12. **Planning Department:** T. J. Arredondo

A. **AI-54147** 1. Request approval to rescind action on Agenda Item No. 53456 3a. February 23, 2016 (partial reimbursement - Vista Ridge)

2. Request to accept check #1386 from Developer Jack McClleland for 2/3 escrow of Norene Drive in the amount of $84,663.47

3. Request to accept check #11881 from Gary Frisby for cost participation with Pct. 4 for the paving of Ramseyer Road in the amount of $26,875.20

4. Reimbursements of Financial Guarantee
   a. Ranchitos Escondidos Ph. 1- Pct. 4
   b. Las Estrellas No. 3 Subdivision- Pct. 3
   c. Las Estrellas No. 4 Subdivision- Pct. 3
   d. Los Osos Ph. 1 Subdivision- Pct. 4
   e. Oak Hill Ranch Ph. 2 Subdivision- Pct. 1

5. Request for reimbursement to Gary Frisby in the amount of $72,794.25 due to 100% participation in the paving of 1,450ft. of Cesar Chavez Road by developer.

13. **Precinct #4 - Comm. Palacios:** Jesse O. develop park + bldg. for tutoring

A. **AI-54101** Requesting authorization for appraisal, survey, metes and bounds, title commitment, and title policy for the North Ware Road Recreation Project.

14. **Budget & Management:** Sergio

A. **AI-54051** 1. Discuss, consideration and approval to submit the following FEMA PWs related to the May/June DR-4223 with authority for County Judge to sign required documentation.

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

February 24, 2016

Mr. Reymundo Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx. 78539-6243

RE: 2/3 Paving Escrow Account for Precinct No. 1
Vista Ridge Acres Ph. 5 Subdivision

Dear Mr. Eufracio,

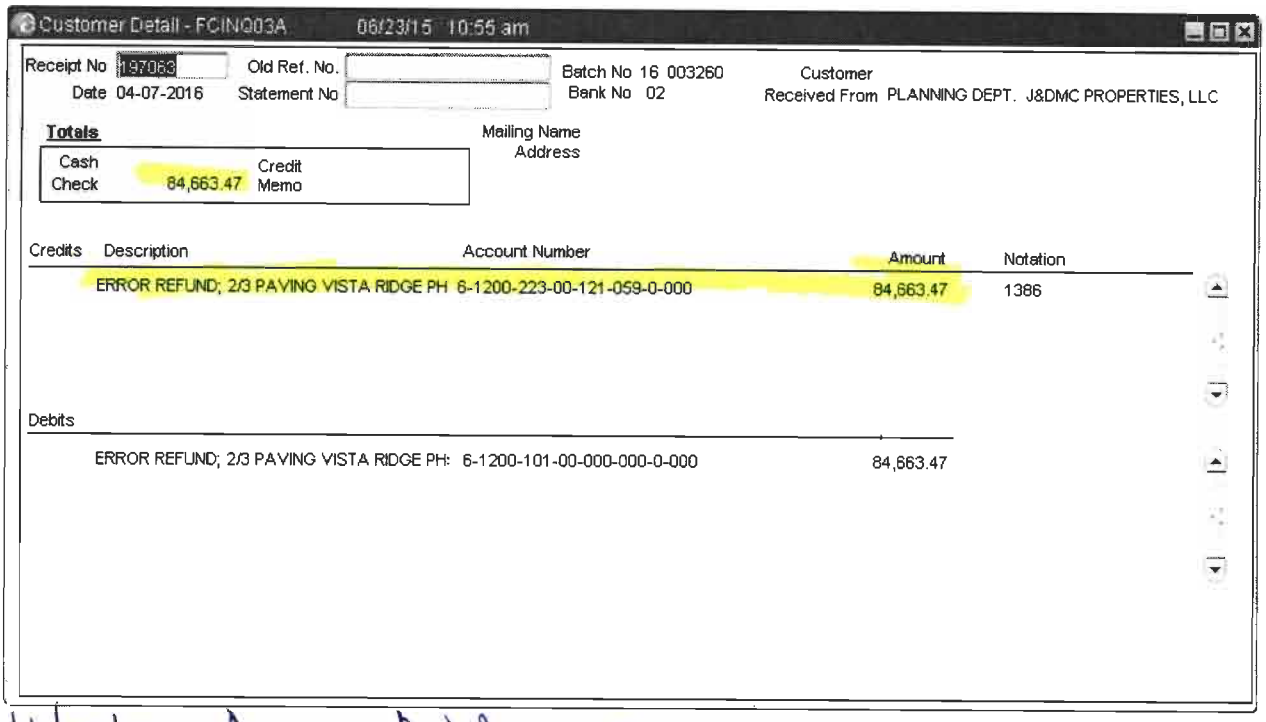
Please be aware that Vista Ridge Acres Ph. 5 Subdivision has been inspected by our department with regard to the 2/3 Paving Escrow Account for Precinct No. 1. We have confirmed that the road listed below has been constructed as of February 16, 2016 and it complies with County specifications as per Appendix 5, Section 2.9, of the Hidalgo County Subdivision Rules. Please allocate the amount of the escrow of $84,663.47 to the appropriate Precinct No. 1 account in order to reimburse the precinct for the expenses incurred for this project. Attached are on-site inspection photos of the road in question.

PCT.	SUBDIVISION NAME	AMOUNT	ROAD	INSPECTION DATE
1	Vista Ridge Acres Ph.5	$84,663.47	Norene Dr.	Feb.16, 2016

If you should have any questions, please contact me at (956) 318-2840.

Thank You,
HIDALGO COUNTY PLANNING DEPARTMENT

T.J. Arredondo, CFM
Director of Planning



Customer Detail - FCINQ03A 06/23/15 10:55 am

Receipt No 197063 Old Ref. No.
Date 04-07-2016 Statement No

Batch No 16 003260
Bank No 02

Customer
Received From PLANNING DEPT. J&DMC PROPERTIES, LLC

Totals

Cash		Credit Memo
Check	84,663.47	

Mailing Name
Address

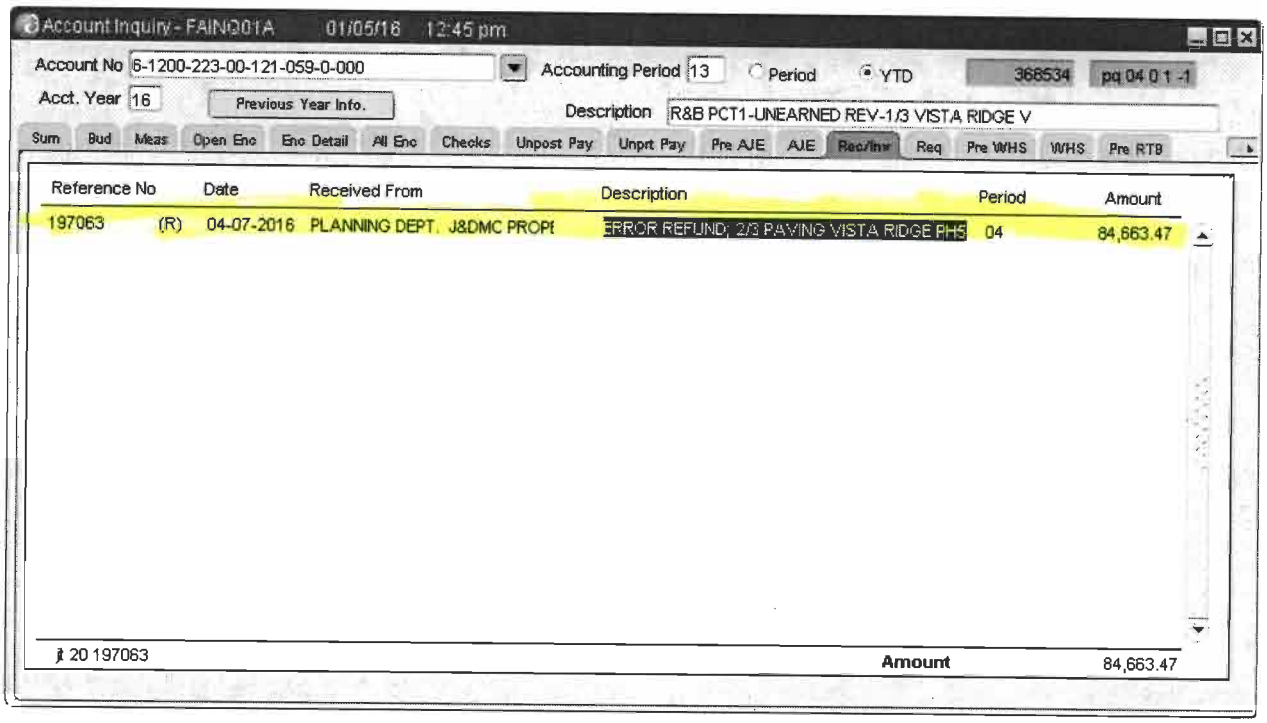
Credits	Description	Account Number	Amount	Notation
	ERROR REFUND; 2/3 PAVING VISTA RIDGE PH	6-1200-223-00-121-059-0-000	84,663.47	1386

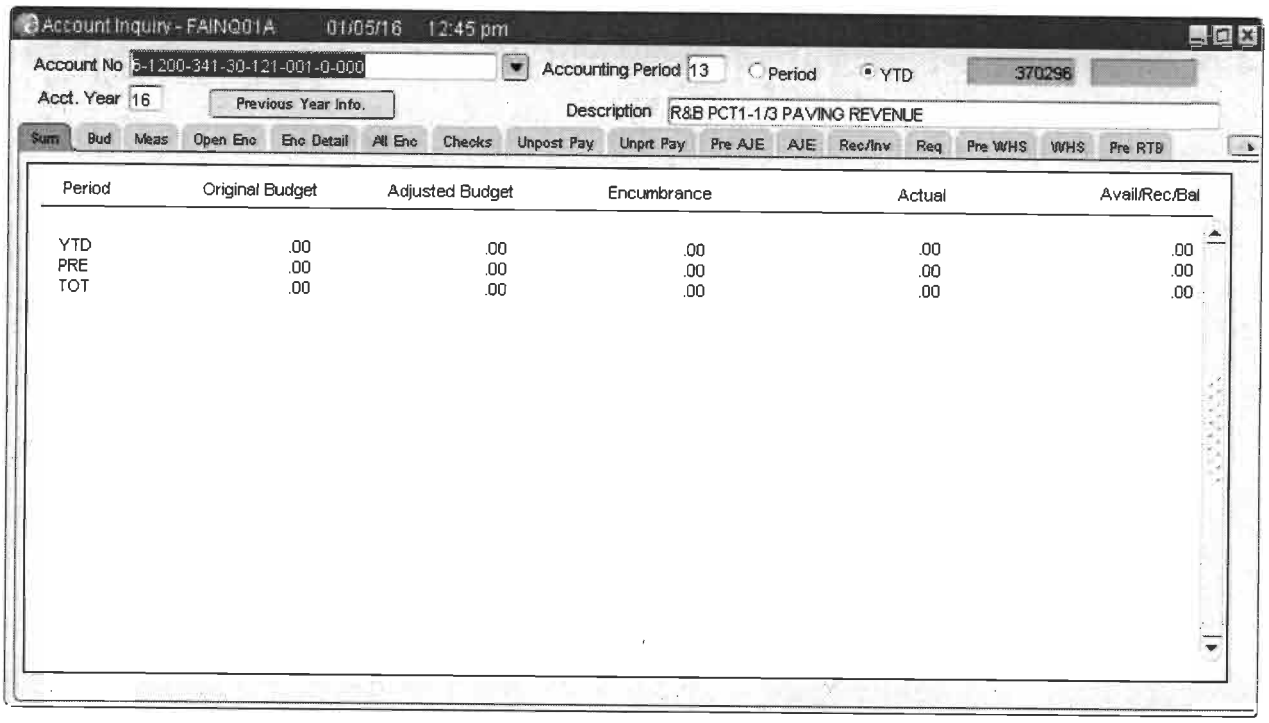
Debits

ERROR REFUND; 2/3 PAVING VISTA RIDGE PH:	6-1200-101-00-000-000-0-000	84,663.47

4/13/16 - As per Audits Office, a JE will be prepared to recognize unearned revenue as earned revenue and record in acct # 6-1200-341-30-121-000-0-000 "R & B Pct. 1 - 1/3 Paving Rev."

TH
4/13/16


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1200-223-00-121-059-0-000
Accounting Period 13
Period
YTD
368534
pg 04 0 1 -1
Acct. Year 16
Previous Year Info.
Description R&B PCT1-UNEARNED REV-1/3 VISTA RIDGE V
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
197063 (R) 04-07-2016 PLANNING DEPT. J&DMC PROPI ERROR REFUND; 2/3 PAVING VISTA RIDGE PHS 04 84,663.47
20 197063
Amount
84,663.47


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1200-341-30-121-001-0-000
Accounting Period 13
Period
YTD
370296
Acct. Year 16
Previous Year Info.
Description R&B PCT1-1/3 PAVING REVENUE
Sum
Bud
Meas
Open Enc
Enc Detail
All Enc
Checks
Unpost Pay
Unprt Pay
Pre AJE
AJE
Rec/Inv
Req
Pre WHS
WHS
Pre RTD
Period
Original Budget
Adjusted Budget
Encumbrance
Actual
Avail/Rec/Bal
YTD .00 .00 .00 .00 .00
PRE .00 .00 .00 .00 .00
TOT .00 .00 .00 .00 .00

DATE: April 19, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-610

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI #54213/CC 4-19-16

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
6-1200-431-00-121-005-0- 610	Pct. 1 Rd. Maint-	General Supplies	84,663.47
6-1200-341-30-121-001-0- 000	*R & B Pct.1-*	*1/3 Paving Rev.*	*84,663.47*
		TOTAL BUDGET INCREASE (DECREASE)	**84,663.47**

REASON: Appropriation of funds into the Pct. 1 Rd. Maint. for 1/3 paving revenues received in relation to the Norene Dr. road improvement project. Funds were receipted on 4-7-16 (refer to receipt #197063)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54157

Budget and Management 17.
B. 3.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Road & Bridge (1200):
A. Approval of certification of revenues, as certified by the County Auditor, for insurance settlement proceeds.
B. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of $9,622.67 to fund repair & maintenance services for vehicle involved in accident.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-005-0-430
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in relation to insurance settlement proceeds for Pct. 1 Rd. Maint.

Monies were receipted & posted on 1-20-16 in revenue acct #6-1100-360-00-000-005-0-000 "Gen. Fund-Misc Rev.-Insurance Claims" (refer to receipt #194390); certification of revenues request letter sent by DBM to Auditor's Office on 4-11-16.

Attachments

COR
DBM Request Letter for Cert. of Rev.
Pct. 1 Rd. Maint appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	04/13/2016 01:47 PM
Budget & Management	Veronica Ortiz	04/13/2016 01:49 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Ivan Cantu Started On: 04/11/2016 02:27 PM
Final Approval Date: 04/15/2016

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 15, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from insurance proceeds in the amount of $9,622.67 for Precinct 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/15/16
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget

RECEIVED BY
COUNTY AUDITOR
2016 APR 12 PM 3 18

Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina R. Trevino, Assistant Budget Officer

Date: Monday, April 11, 2016

Subject: Certification of Revenues- Insurance Settlement Proceeds for Pct. 1

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Sergio Cruz, Budget Officer
Katia Garcia, Executive Assistant
Raul Lozano, Chief Administrator

On behalf of Precinct No. 1, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$9,622.67.** These revenues are proceeds from an insurance settlement (AI-52867 CC approval 01/19/16) for an accident that occurred on 10/21/15, which were receipted and recorded on 01/20/16 in account no. 6-1100-360-00-000-005-0-000 "Gen Fund-Misc. Rev.-Insurance Claims" (refer to receipt #194390).

In addition, please be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 04-19-16 (AI-54157). Funds will be appropriated under the Pct. 1 Road & Bridge budget. Attached for your reference, please find the pertinent documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5405 or Damaris SanMiguel at ext. 5410.

AI-54157

Budget and Management
40. A. 0.

CC - REGULAR

Meeting Date:	04/19/2016
Submitted For:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Road & Bridge (1200):
1. Approval of certification of revenues, as certified by the County Auditor, for insurance settlement proceeds.
2. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of $9,622.67 to fund repair & maintenance services for vehicle involved in accident.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-121-005-0-430
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Appropriation of funds in relation to insurance settlement proceeds for Pct. 1 Rd. Maint.

Monies were receipted & posted on 1-20-16 in revenue acct #6-1100-360-00-000-005-0-000 "Gen. Fund-Misc Rev.-Insurance Claims" (refer to receipt #194390); certification of revenues letter request sent by DBM to Auditor's Office on 4-11-16.

Attachments

DBM Request Letter for Cert. of Rev.

Form Review

Inbox	Reviewed By	Date

Ivan Cantu (Originator)
Budget & Management
Final Approval
Form Started By: Ivan Cantu Started On: 04/11/2016 02:27 PM

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

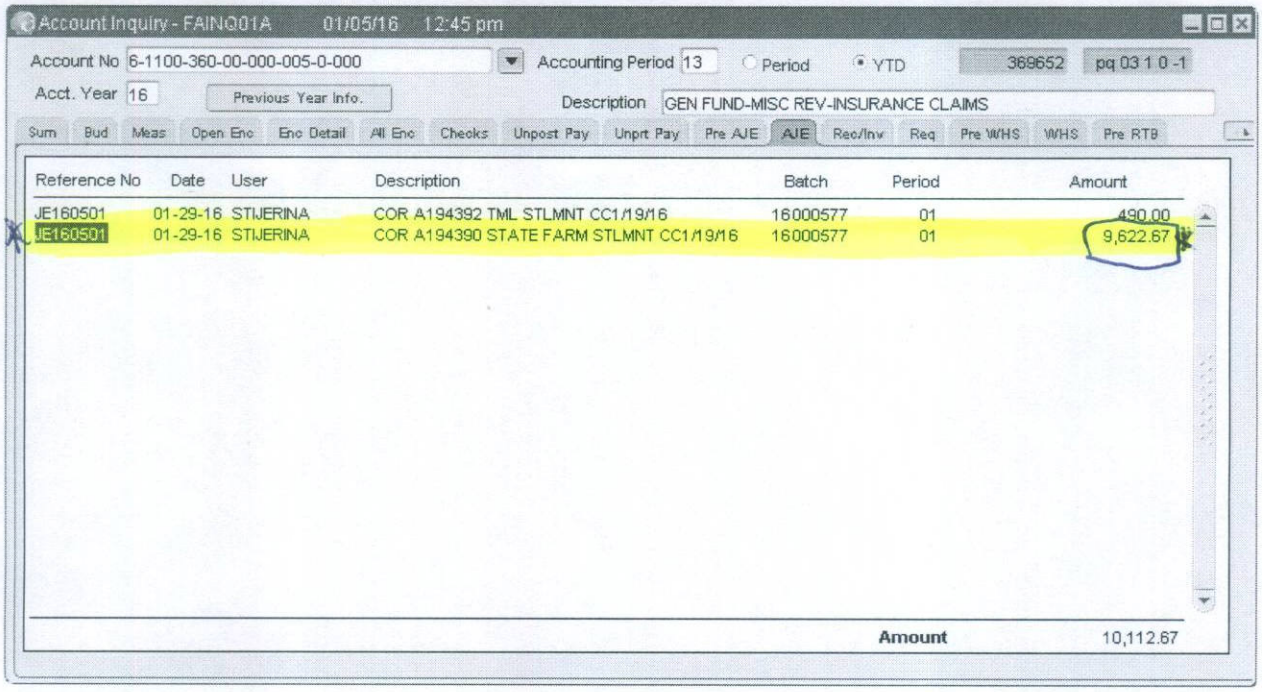
Receipt No: 194390

Received From: DBM SAFETY DIVISION STATE FARM 01/19/16 Date 01/20/16

1	125954380 J	DOI:10/21/15 VIN#3HTJBTKR7EN796647	6-1100-115-00-000-000-0-000	9,622.67

Total: 9,622.67

Check Total	9,622.67
Cash Total	.00
Credit Total	.00
Other Total	.00


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1100-360-00-000-005-0-000
Accounting Period 13
Period
YTD
369652
pq 03 1 0 -1
Acct. Year 16
Previous Year Info.
Description GEN FUND-MISC REV-INSURANCE CLAIMS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date User Description Batch Period Amount
JE160501 01-29-16 STIJERINA COR A194392 TML STLMNT CC1/19/16 16000577 01 490.00
JE160501 01-29-16 STIJERINA COR A194390 STATE FARM STLMNT CC1/19/16 16000577 01 9,622.67
Amount 10,112.67

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 01/19/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 5-1100-360-00-000-005-0-000 $9,622.67
B. Explanation: State Farm Insurance Companies Settlement
Check #: 125954380J, DOI: 10/21/15, P1 Auto Accident,
Vin #: 3HTJBTKR7EN796647

GRAND TOTAL REMITTED TO TREASURER $9,622.67

APPROVED BY: _____ Jan. 19, 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____ _____
ASSISTANT TREASURER'S RECEIPT NUMBER

PAYMENT NO 1 25 954380 J
PAYMENT AMOUNT $9,622.67
ISSUE DATE 12-22-2015
AUTHORIZED BY RAYNSFORD, JOE
PHONE (855) 341-8184

CLAIM NO 53-7Q58-954
LOSS DATE 10-21-2015
POLICY NO 1795-818-53B
INSURED AGUILAR, DORA

HIDALGO COUNTY
9805 N 10TH STREET LARUO TORRES
MCALLEN TX 78504

REMARKS Payment for vehicle repairs

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY	9,622.67

RETAIN STUB FOR RECORDS

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY 1 25 954380 J
PROPERTY DAMAGE
PROP D OFFICE - PCQ0715.P07PU
JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH 43240

CLAIM NO 53-7Q58-954
LOSS DATE 10-21-2015
INSURED AGUILAR, DORA
DATE 12-22-2015 MM DD YYYY

****EXACTLY NINE THOUSAND SIX HUNDRED TWENTY-TWO AND 67/100 DOLLARS $*****9,622.67

Pay to the Order of: HIDALGO COUNTY

AUTHORIZED SIGNATURE
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

SECURED DOCUMENT WATERMARK APPEARS ON FACE OF DOCUMENT

⑈ 2517954380⑈ ⑆044115443⑆ 627119209⑈

Agenda CC 01/19/16

Flores with a plaque on behalf of the Hidalgo County MPO.

B. AI-52952 Appointment of member to the Regional Mobility Authority (RMA) Board by Commissioner Pct. 2 effective 2/1/16

C. AI-53030 Valde
1. Approval to revise letter of engagement dated 7/21/15 with the firm of Atlas, Hall & Rodriguez related to Cause No. CCD-0281-B; Electric Transmission Texas, LLC v. County (to include Cause No. CCD-0316-F and CCD-0317-A) related to transmission line project)
2. Approval to process payment of invoices to Atlas, Hall & Rodriguez related to Cause No. CCD-0316-F and CCD-0317-A as follows: (with authority for County Treasurer to issue payment after review and auditing procedures are completed):

Cause #	Invoice #	Date	Amount
CCD-0317-A	1041610	12/7/15	1,377.06
CCD-0317-A	1042408	1/11/16	475.48
CCD-0316-F	1041609	12/7/15	1,202.06
CCD-0316-F	1042407	1/11/16	575.48

D. AI-53027 Environmental Compliance: Valde
1. Requesting approval to authorize County Judge Ramon Garcia to sign TCEQ Agreed Order Docket No. 2015-1502-MWD-E for an administrative penalty.
2. Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) for an administrative penalty in the amount of $4,500.00

E. AI-52867 Approval to accept settlement check from State Farm Insurance Company in the amount of $9,622.67 to settle auto accident claim with County vehicle. (Precinct 1)

F. AI-52988 Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $490.00 to settle auto accident with County vehicle. (Precinct 4)

G. AI-53010 Indigent Defense: Valde
Requesting approval to reimburse Isidro Sepulveda, Jr. the amount of $ 94.95 for car rental expenses exceeding allowable rate in connection with trip to Austin for Dec. 3, 2015 Texas Indigent Defense Commission Hearing, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor

11. **Human Resources:** Raul S.

A. AI-53015 Environmental Compliance / Civil Service (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related - Amendments:
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 01/25/2016:

Action	Department	Slot#	Position Title	Current/ Proposed Budgeted Salary
Delete	125-037	0002	Civil Service Liaison	$33,752.00
Create	125-036	0005	Environmental Compliance Monitor I	$36,453.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule (s) in accordance with Commissioners Court action.

get from pool of applicants

B. AI-52964 Precinct 1 - Parks (1100)/BCAP (1200):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related - Amendments.
2. Discussion, consideration, and approval to reclassify one full time position effective next full pay period, 01/25/2016:

Department	Slot#	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
121-013	0004	Accounts Payable Clerk	$38,988.00	Accounts Payable Supervisor	$41,988.00
125-028	A005		$3,500.00		$3,500.00

P-044

FRENCH - ELLISON TRUCK CENTER

KENWORTH

NAME	Hidalgo County Pct 1	DATE	11-5-15	BUS. PHONE	956 756 6115
ADDRESS	Courthouse Annex CITY Cortez	STATE	ZIP	FAX #	
YEAR	2014 MAKE CAT MODEL CT660	I.D. NO.	3HTJGTKR7EN796647		
PAINT CODE	UNITE PROD. DATE	TRIM	MILAGE	81134	LICENSE NO.
WRITTEN BY	INS. CO.	CLAIM NO.	P.O. NO.		
ADJUSTER	PHONE	DEDUCTABLE/BETTERMENT			

LINE NO.	REPAIR	REPLACE	DESCRIPTION OF DAMAGE	PARTS	LABOR	PAINT	ALL OTHER
1		1	Center Bumper O/H	1132.88	3.2	3.0	
2		1	RH Bumper	678.94	Inc		
3		1	RH Foglight Insert Power	90.04	Inc		
4		1	RH Bumper End Support Rod	78.16	Inc		
5		1	RH Bumper Mount Bracket	9.32	Inc		
6	RET		Hood Access	—	1.5		
7	R		RH Fender	—	18.0	3.0	
8		1	Grille Surround O/H	980.52	1.5		
9		1	Grille Screen	526.93	Inc		
10		1	Grille Bug Screen	91.81	Inc		
11		1	RH Fender Skirt	208.36	1.0		
12		1	RH Headlight Assembly	352.30	1.0		
13		1	RH Headlight Bezel	66.55	0.3		
14		1	RH Fender Side Lamp	63.56	0.2		
15	R		RH Hood Rear Reinforcement	—	8.0		
16	P		Paint Underside of Hood	—	—	1.8	
17		1	RH Hood Rest Black (on Cowl)	28.20	0.2		
18		1	RH Radiator Side Rod	26.90	0.3		
19		2	Epoxy Glue Kits	150.00	—		
20		1	RH Steer Tire	680.00	1.4		
21	A		Rhon Steer Axle	—	3.0		
22	B		Brenner RH Steer Tire	—	1.0		
			TOTALS	5246.47	40.6	7.8	

I hereby authorize the above work and acknowledge receipt of a copy. Signed x

FRENCH-ELLISON Truck Center

STEVE STANLEY
Body Shop Manager
sstanley@frenchellison.com

4300 North Cage Street
Pharr, Texas 78577
(Highway 281 & Nolana)
OFF. (956)781-2401
FAX (956)702-8432
Texas 1-800-460-2401

PARTS		$ 5246.47
Mech. Labor	hrs. @ $	$ —
Body Labor	40.6 hrs. @ $ 78.00	$ 3166.80
Shop Supplies		$ 250.00
PAINT	7.8 hrs. @ $ 78.00	$ 608.40
Paint Supplies		$ 351.00
Freight		$ —
Sublet		$
TAX		$ EXempt
TOTAL		$ 9622.67

DATE: April 19, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-430

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI #54157/CC 4-19-16

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
6-1200-431-00-121-005-0- 430	Pct. 1 Rd. Maint-	Repair & Maint Svcs.	9,622.67
6-1200-391-01-000-100-0- 000	**Transfers In-**	**General Fund**	**9,622.67**
6-1100-491-01-000-200-0- 891	**Transfers Out-**	**Road & Bridge**	**9,622.67**
6-1100-360-00-000-005-0- 000	*Gen. Fund-Misc. Rev-*	*Insurance Claims*	*9,622.67*
	TOTAL BUDGET INCREASE (DECREASE)		**9,622.67**

REASON: Appropriation of insurance settlement proceeds into the Pct. 1 Rd. Maint to fund repair & maint svcs for county vehicle involved in accident. Insurance setttlement proceeds were receipted on 1-20-16 (refer to receipt #194390).

DEPARTMENT HEAD SIGNATURE

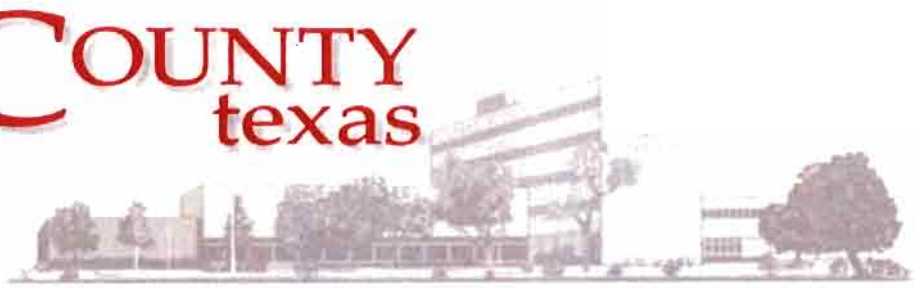
APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget



Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina R. Trevino, Assistant Budget Officer

Date: Monday, April 11, 2016

Subject: Certification of Revenues- Insurance Settlement Proceeds for Pct. 1

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Sergio Cruz, Budget Officer
Katia Garcia, Executive Assistant
Raul Lozano, Chief Administrator

On behalf of Precinct No. 1, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **$9,622.67.** These revenues are proceeds from an insurance settlement (AI-52867 CC approval 01/19/16) for an accident that occurred on 10/21/15, which were receipted and recorded on 01/20/16 in account no. 6-1100-360-00-000-005-0-000 "Gen Fund-Misc. Rev.-Insurance Claims" (refer to receipt #194390).

In addition, please be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 04-19-16 (AI-54157). Funds will be appropriated under the Pct. 1 Road & Bridge budget. Attached for your reference, please find the pertinent documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5405 or Damaris SanMiguel at ext. 5410.

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

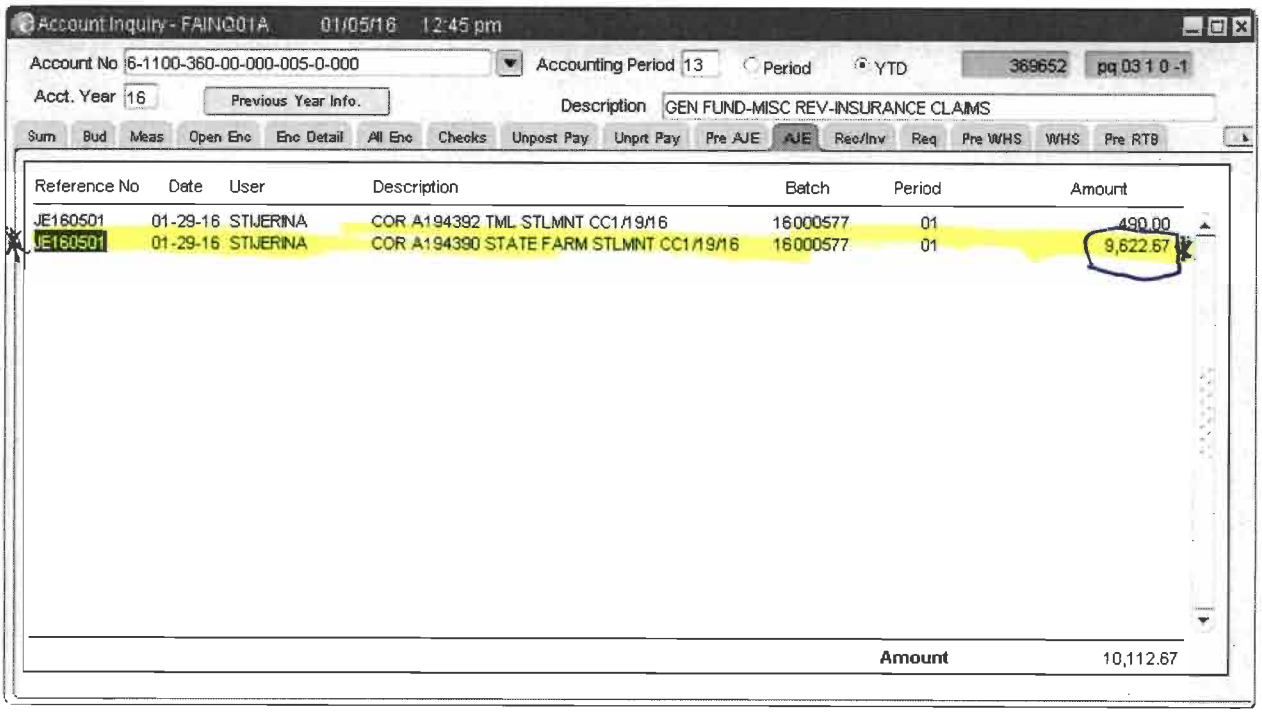
Receipt No: 194390

Received From: DBM SAFETY DIVISION STATE FARM 01/19/16 Date 01/20/16

1	125954380 J	DOI:10/21/15 VIN#3HTJBTKR7EN796647	6-1100-115-00-000-000-0-000	9,622.67

Total: 9,622.67

Check Total	9,622.67
Cash Total	.00
Credit Total	.00
Other Total	.00


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1100-360-00-000-005-0-000
Accounting Period 13
Period
YTD
369652
pq 03 1 0 -1
Acct. Year 16
Previous Year Info.
Description GEN FUND-MISC REV-INSURANCE CLAIMS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date User Description Batch Period Amount
JE160501 01-29-16 STIJERINA COR A194392 TML STLMNT CC1/19/16 16000577 01 490.00
JE160501 01-29-16 STIJERINA COR A194390 STATE FARM STLMNT CC1/19/16 16000577 01 9,622.67
Amount 10,112.67

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 01/19/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number
B. Explanation:

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 5-1100-360-00-000-005-0-000 $9,622.67
B. Explanation: State Farm Insurance Companies Settlement
Check #: 125954380J, DOI: 10/21/15, P1 Auto Accident,
Vin #: 3HTJBTKR7EN796647

GRAND TOTAL REMITTED TO TREASURER $9,622.67

APPROVED BY: _____ Jan. 19, 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____ _____
ASSISTANT TREASURER'S RECEIPT NUMBER

PAYMENT NO 1 25 954380 J
PAYMENT AMOUNT $9,622.67
ISSUE DATE 12-22-2015
AUTHORIZED BY RAYNSFORD, JOE
PHONE (855) 341-8184

CLAIM NO 53-7Q58-954
LOSS DATE 10-21-2015
POLICY NO 1795-818-53B
INSURED AGUILAR, DORA

HIDALGO COUNTY
9805 N 10TH STREET LARUO TORRES
MCALLEN TX 78504

REMARKS Payment for vehicle repairs

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY	9,622.67

RETAIN STUB FOR RECORDS

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY 1 25 954380 J
PROPERTY DAMAGE
PROP D OFFICE - PCQ0715.P07PU
JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH 43240

CLAIM NO 53-7Q58-954
LOSS DATE 10-21-2015
INSURED AGUILAR, DORA
DATE 12-22-2015 MM DD YYYY

****EXACTLY NINE THOUSAND SIX HUNDRED TWENTY-TWO AND 67/100 DOLLARS $*****9,622.67

Pay to the Order of: HIDALGO COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

SCREEN DROPOUT APPEARS ON FACE OF DOCUMENT

⑈ 2517954380⑈ ⑆044115443⑆ 627169209⑈

Agenda CC 01/19/16

Flores with a plaque on behalf of the Hidalgo County MPO.

B. AI-52952 Appointment of member to the Regional Mobility Authority (RMA) Board by Commissioner Pct. 2 effective 2/1/16

C. AI-53030 Valde
1. Approval to revise letter of engagement dated 7/21/15 with the firm of Atlas, Hall & Rodriguez related to Cause No. CCD-0281-B; Electric Transmission Texas, LLC v. County (to include Cause No. CCD-0316-F and CCD-0317-A) related to transmission line project)
2. Approval to process payment of invoices to Atlas, Hall & Rodriguez related to Cause No. CCD-0316-F and CCD-0317-A as follows: (with authority for County Treasurer to issue payment after review and auditing procedures are completed):

Cause #	Invoice #	Date	Amount
CCD-0317-A	1041610	12/7/15	1,377.06
CCD-0317-A	1042408	1/11/16	475.48
CCD-0316-F	1041609	12/7/15	1,202.06
CCD-0316-F	1042407	1/11/16	575.48

D. AI-53027 Environmental Compliance: Valde
1. Requesting approval to authorize County Judge Ramon Garcia to sign TCEQ Agreed Order Docket No. 2015-1502-MWD-E for an administrative penalty.
2. Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) for an administrative penalty in the amount of $4,500.00

E. AI-52867 Approval to accept settlement check from State Farm Insurance Company in the amount of $9,622.67 to settle auto accident claim with County vehicle. (Precinct 1)

F. AI-52988 Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $490.00 to settle auto accident with County vehicle. (Precinct 4)

G. AI-53010 Indigent Defense: Valde
Requesting approval to reimburse Isidro Sepulveda, Jr. the amount of $ 94.95 for car rental expenses exceeding allowable rate in connection with trip to Austin for Dec. 3, 2015 Texas Indigent Defense Commission Hearing, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor

11. **Human Resources:** Raul S.

A. AI-53015 Environmental Compliance / Civil Service (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related - Amendments:
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 01/25/2016:

Action	Department	Slot#	Position Title	Current/ Proposed Budgeted Salary
Delete	125-037	0002	Civil Service Liaison	$33,752.00
Create	125-036	0005	Environmental Compliance Monitor I	$36,453.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule (s) in accordance with Commissioners Court action.
get from pool of applicants

B. AI-52964 Precinct 1 - Parks (1100)/BCAP (1200):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related - Amendments.
2. Discussion, consideration, and approval to reclassify one full time position effective next full pay period, 01/25/2016:

Department	Slot#	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
121-013	0004	Accounts Payable Clerk	$38,988.00	Accounts Payable Supervisor	$41,988.00
125-028	A005		$3,500.00		$3,500.00

P-044

FRENCH - ELLISON TRUCK CENTER

MACK KENWORTH KENWORTH

NAME Hidalgo County Pct 1 DATE 11-5-15 BUS. PHONE 956 756 6115

ADDRESS Courthouse A. Cortez CITY STATE ZIP FAX #

YEAR 2014 MAKE CAT MODEL CT660 I.D. NO. 3HTJGTKR7EN796647

PAINT CODE WHITE PROD. DATE TRIM MILAGE 81134 LICENSE NO.

WRITTEN BY INS. CO. CLAIM NO. P.O. NO.

ADJUSTER PHONE DEDUCTABLE/BETTERMENT

LINE NO.	REPAIR	REPLACE	DESCRIPTION OF DAMAGE	PARTS	LABOR	PAINT	ALL OTHER
1		1	Center Bumper O/H	1132.88	3.2	3.0	
2		1	RH Bumper	678.94	Inc		
3		1	RH Fogcat Insert Bezel	90.04	Inc		
4		1	RH Bumper End Support Rod	78.16	Inc		
5		1	RH Bumper Mount Bracket	9.32	Inc		
6	R&I		Hood Access	—	1.5		
7	R		RH Fender	—	18.0	3.0	
8		1	Grille Surround O/H	980.52	1.5		
9		1	Grille Screen	526.93	Inc		
10		1	Grille Bug Screen	91.81	Inc		
11		1	RH Fender Skirt	208.36	1.0		
12		1	RH Headlight Assembly	352.30	1.0		
13		1	RH Headlight Bezel	66.55	0.3		
14		1	RH Fender Side Lamp	63.56	0.2		
15	R		RH Hood Apron Reinforcement	—	8.0		
16	P		Paint Underside of Hood	—	—	1.8	
17		1	RH Hood Rest Block (on Cowl)	28.20	0.2		
18		1	RH Radiator Side Rod	26.90	0.3		
19		2	Epoxy Glue Kits	150.00	—		
20		1	RH Steer Tire	680.00	1.4		
21	A		Rear Steer Axle	—	3.0		
22	B		Bracket RH Steer Tire	—	1.0		
			TOTALS	5246.47	40.6	7.8	

I hereby authorize the above work and acknowledge receipt of a copy. Signed x

FRENCH-ELLISON Truck Center

STEVE STANLEY
Body Shop Manager
sstanley@frenchellison.com

4300 North Cage Street
Pharr, Texas 78577
(Highway 281 & Nolana)
OFF. (956)781-2401
FAX (956)702-8432
Texas 1-800-460-2401

PARTS		$ 5246.47
Mech. Labor	hrs. @ $	$ —
Body Labor	40.6 hrs. @ $ 78.00	$ 3166.80
Shop Supplies		$ 250.00
PAINT	7.8 hrs. @ $ 78.00	$ 608.40
Paint Supplies		$ 351.00
Freight		$ —
Sublet		$ —
TAX		$ EXEMPT
TOTAL		$ 9622.67

DATE: April 19, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-430

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI #54157/CC 4-19-16

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
6-1200-431-00-121-005-0- 430	Pct. 1 Rd. Maint-	Repair & Maint Svcs.	9,622.67
6-1200-391-01-000-100-0- 000	**Transfers In-**	**General Fund**	**9,622.67**
6-1100-491-01-000-200-0- 891	**Transfers Out-**	**Road & Bridge**	**9,622.67**
6-1100-360-00-000-005-0- 000	*Gen. Fund-Misc. Rev-*	*Insurance Claims*	*9,622.67*
	TOTAL BUDGET INCREASE (DECREASE)		**9,622.67**

REASON: Appropriation of insurance settlement proceeds into the Pct. 1 Rd. Maint to fund repair & maint svcs for county vehicle involved in accident. Insurance setttlement proceeds were receipted on 1-20-16 (refer to receipt #194390).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54232

Budget and Management 17.
B. 4.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 3 Rd. Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 3 Road Maintenance (program 005) in the amount of $379,528.80 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds for Pct 3 Rd. Maint. to fund various operating expenditures. Monies are taken from the R&B unreserved fund balance.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/15/2016 11:32 AM
Budget & Management	Veronica Ortiz	04/15/2016 11:50 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Merlen P. Munoz Started On: 04/15/2016 11:23 AM
Final Approval Date: 04/15/2016

DATE: April 19, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 3 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-123-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
6-1200-431-00-123-005-0-	339	PCT 3 RD MAINT	Other Prof. Services	10,000.00
6-1200-431-00-123-005-0-	430	PCT 3 RD MAINT	Repair & Maintenance	10,000.00
6-1200-431-00-123-005-0-	442	PCT 3 RD MAINT	Rental of Equipment & Vehicles	10,000.00
6-1200-431-00-123-005-0-	610	PCT 3 RD MAINT	General Supplies	25,000.00
6-1200-431-00-123-005-0-	626	PCT 3 RD MAINT	Gasoline/Diesel	150,000.00
6-1200-431-00-123-005-0-	721	PCT 3 RD MAINT	Roads	100,000.00
6-1200-431-00-123-005-0-	751	PCT 3 RD MAINT	Machinery	50,000.00
6-1200-431-00-123-005-0-	890	PCT 3 RD MAINT	Other	24,528.80
			TOTAL BUDGET INCREASE (DECREASE)	**379,528.80**

REASON: To appropriate funding into operating expenditures for Pct 3 Rd Maint. Monies will be appropriated from the R&B unreserved Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54198

Budget and Management 17.
B. 5.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted By: Patricia Ramos, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Court Tech (1242):
Approval of 2016 appropriation of funds in the amount of $30,290.84 for the purchase of technological equipment for the JP offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1242-412-00-060-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Appropriation of funds in the amount of $30,290.84 for the purchase of technological equipment for the JP offices.

Attachments

Appropriation
Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2016 03:12 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Patricia Ramos Started On: 04/14/2016 10:46 AM
Final Approval Date: 04/15/2016

DATE: May 3, 2016

2016
Appropriation
AI-54198

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Justice Crt Tech**

ACCOUNT NUMBER: 6-1242-412-00-060-001-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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
6-1242-412-00-060-001-0- 660	Justice Crt Tech-	Furn & Equip Cntrld	30,290.84
		TOTAL BUDGET INCREASE (DECREASE)	**30,290.84**

REASON: To fund 16 Fujitsu scanners from Ricoh, 5 OptiPlex computers from Dell, , 12 time clocks from Graybar, single door add on kit and video intercom from AL3 Enterprises for security system.
Monies to be taken from the unassigned fund balance for Fund 1242 (Acct # 6-1242-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

JP Courts

Department	Equipment	Quantity	Amount	Vendor
JP11-Saenz	Scanners	2	$ 1,750.00	Ricoh
	Dell 24" Monitor	1	$ 105.00	Dell
	Audio Cable	1	$ 24.58	CDW
JP12-Morales	Scanner	1	$ 875.00	Ricoh
	Ricoh Printer	1	$ 2,678.00	Ricoh
	Ricoh Laser Printer	2	$ 1,123.92	Ricoh
JP21-Contreras	Scanners	2	$ 1,750.00	Ricoh
	Computer partially funded	2	$ 1,736.00	Dell
JP22-Muñoz	Computer partially funded	1	$ 868.00	Dell
	Scanner	1	$ 875.00	Ricoh
	Mount	1	$ 104.91	Dell
	Ricoh Printer	1	$ 2,678.00	Ricoh
	Dell 24" Monitor	1	$ 105.00	DEll
JP31-Garza	Scanners	2	$ 1,750.00	Ricoh
	Computer partially funded	1	$ 868.00	DELL
	Ricoh printer/copier	1	$ 1,062.27	Ricoh
JP32-Ochoa	Wireless Earpiece	1	$ 291.76	CDW
	Cat5	2	$ 632.00	STE
JP41-Espinoza	Scanner	1	$ 875.00	Ricoh
	Ricoh Printer	1	$ 2,678.00	Ricoh
	Access Control partially funded	1	$ 7,580.00	STE
JP42-Jasso	Scanners	1	$ 875.00	Ricoh
	Computer partially funded	1	$ 868.00	Dell
All JP's	Case Manager API Tool Kit		$ 69,900.00	Tyler Technologies
All JP's	Lexis Nexis		$ 13,764.00	Lexis Nexis
All JP's	Time Clocks	12	$ 9,675.84	Graybar
All JP's	Warrants File Scan		$ 26,185.00	Ricoh
Spare	Scanners	6	$ 5,250.00	Ricoh
Spare	Panduit Raceway	15	$ 216.15	CDW
Spare	Plate Mounting Bracket	20	$ 33.80	CDW
Spare	Panduit 1-Port Faceplate	10	$ 25.30	CDW
Spare	Panduit dual Faceplate	10	$ 11.20	CDW
	Total Amount		$ 157,214.73	

FUNDED WITH APPROPRIATION

AI-54249

Purchasing Department 18.
A. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Vangie Garcia, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise for sealed Request for Proposals [with Qualifications] including approval of the procurment packet along with the drafted and developed [through collaboration between Health Dept., Purchasing & Pct. input] Exhibit "A"-Scope of Services/Requirements for: Hidalgo County-Professional Consulting Services Related to the Possible Creation of a Health and/or Hospital District.

BACKGROUND

1. Proposed Ad Dates: April 23 & 30, 2016
2. Anticipated Receipt Date: May 11, 2016
3. Dates would be adjusted if CC opts for more time to encourage participation by qualified and interest professionals.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Immediate budgetary impact is the advertising costs only. At the point authorization to negotiate an agreement, HC-DBM must identify a funding source.

Attachments

Draft-RFP for Prof Consulting Services

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 03:35 PM
Budget & Management	Veronica Ortiz	04/15/2016 03:39 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Marty Salazar Started On: 04/15/2016 02:54 PM
Final Approval Date: 04/15/2016

RFP NO: 2016-	Contract Manager: Vangie Y. Garcia	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PROFESSIONAL CONSULTING SERVICES RELATED TO THE POSSIBLE CREATION OF A HEALTHCARE and/or HOSPITAL DISTRICT"

, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1) Sealed proposals will be received for **"Hidalgo County-Professional Consulting Services Related To The Possible Creation Of A Healthcare and/or Hospital District"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2) **One (1) original and seven (7) copies** of all RFPs are required, with the 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, RFP NO: 2016-VYG Hidalgo County-Professional Consulting Services Related To The Possible Creation Of A Healthcare and/or Hospital District and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, , 2016.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-VYG Hidalgo County-Professional Consulting Services Related To The Possible Creation Of A Healthcare and/or Hospital District

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal 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 from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation-**Hidalgo County-Professional Consulting Services Related To The Possible Creation Of A Healthcare and/or Hospital District**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County –_____
Attn. _____
_____
_____
956-_____

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M. **2016**
Award of Contract:
Commence Service or Products:

18) ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective **January 1, 2016**, 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-1,** the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Complete Form CIQ must be sumitted 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 PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2016-076), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and**

submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2" This is to inform all prospective Vendors of the new statute (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

22) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and

acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

29) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –

RFP NO: 2016-VYG-Hidalgo County-Professional Consulting Services Related To The Possible Creation Of A Healthcare and/or Hospital District

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT "A"

SCOPE OF SERVICES/REQUIREMENTS

REQUEST FOR PROPOSALS

Hidalgo County
"PROFESSIONAL CONSULTING SERVICES RELATED TO THE POSSIBLE CREATION OF A HEALTHCARE and/or HOSPITAL DISTRICT"

(NIGP CODE: _____)

RFP: _____

DRAFT

OVERVIEW:
Hidalgo County is requesting sealed proposals from qualified Local Government Consultants/Firms to conduct comprehensive research. To advise, assist as needed to determine, coordinate, evaluate, communicate and educate the impact related to the possible creation of a Healthcare and/or Hospital District.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"RFP No: _____ - Professional Consulting Services Related To The Possible Creation of a Healthcare and/or Hospital District"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., _____. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

Deliver Submittal to: Martha L. Salazar, CPPB, Purchasing Agent, at:

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)292-7000-Ext. 4856 OR VIA E-MAIL TO: evangelina.garcia@co.hidalgo.tx.us BY NO LATER THAN, **Wednesday, _____ by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, _____ by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** certifying 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 Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DRAFT

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 consultant.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

SIGNING OF PROPOSAL:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The term of this agreement will be for a period of _____effective _____ and ending on _____. Hidalgo County at its sole discretion elect the option to extend the contract for _____with the same rates, terms and conditions and further extend an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

DRAFT

DAVIS BACON ACT: (If applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II- SCOPE OF SERVICES/REQUIREMENTS

SCOPE OF WORK:

Hidalgo County is requesting sealed proposals from qualified Local Government Consultants/Firms to conduct comprehensive research. To advise, assist as needed to determine, coordinate, evaluate, communicate and educate the impact related to the possible creation of a Healthcare and/or Hospital District. The consultant/firm's services shall consist of all elements of work, materials, equipment, and preparation required for the provision of the following services in accordance with applicable federal and state law in a manner satisfactory to Hidalgo County:

1. Research and advice the County on the Districts responsibilities. **(Section 1122.101)**
2. Research and advice the County on the management, control and administration of the money and resources of the District. **(Section 1122.102)**
3. Research and advice the County on the Rules adopted by the board governing the duties, functions and responsibilities of the District. **(Section 1122.103)**
4. Research and advice the County on all District property, facilities and equipment. **(Section 1122.106)**
5. Research and advice the County regarding the adoption of an annual budget for the District. **(Section 1122.151-153)**
6. Research and advice the County on all general obligation bonds in the name of the District. **(Section 1122.201)**
7. Research and advice the County on all revenue bonds in the name of the District. **(Section 1122.204)**
8. Research and advice the County on the imposition of a tax on all property and the limitation on the tax rate in the District. **(Section 1122.51-1122.2525)**
9. Provide other services incidental to and/or necessary to the completion of the tasks set out under this RFP.
10. Coordinate with and advice the County on developing appropriate strategies to accomplish goals of the potential creation of a Healthcare District.
11. Assist the County in identifying and discussing critical issues that may arise at the local government level due to the potential creation of a Healthcare District.
12. Develop, coordinate and maintain working relationships with County.
13. Attend and coordinate testimony at local government meetings and hearings on matters concerning the potential creation of a Healthcare District.
14. Attend meetings upon request with County to understand concerns and goals.
15. Cooperate and coordinate fully with County on all matters arising under this RFP/Agreement.
16. Research and advice the County on the qualification of the appointees to the board. **(Section 1122.052)**
17. Research and advice the County on board vacancy procedures. **(Section 1122.056)**
18. Research and advice the County on voting requirements procedures. **(Section 1122.057)**

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

DRAFT

RFP SUBMISSION:
A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

Before a consultant is considered the following qualifications must be demonstrated:

1. The consultant or his/her firm is not affiliated with any local hospitals.
2. The consultant must disclose any potential conflict of interest.
3. The consultant must have the minimum of 2-5 years of experience and qualifications in healthcare consulting.
4. The consultant must include the comparable services that relate to those listed in the Scope of Services.
5. The consultant must identify the **PROS** and **CONS** of a healthcare district.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County is hereby requesting a Price and Methodology in calculating both direct and indirect costs to be identifiable on "Attachment A-Proposal Page". Describing their pricing methodology including reimbursable expenses being specific in response that the pricing and methodology is clear. For reimbursable expenses on traveling, per diem, lodging, meal, will be applicable pursuant to Hidalgo County's Travel Policy. For additional proposed services not described in proposal page, participant is to provide a pricing structure to include hourly rates per labor category.

DRAFT

SECTION III- SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP's) responses received.

B. After the RFP responses have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

SCORING AND EVALUATION PROPOSALS:
Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1. Firm's Qualification/Experience **50 pts.**
   a. History to similar projects.
   b. Qualifications.
   c. Experience with similar projects.
   d. Experience with local governments, nonprofits, or healthcare related entities.

2. Pricing Methodology : **30pts.**
   a. Pricing and Methodology for direct and indirect costs provided.
   b. Pricing and Methodology for reimbursable expenses being specific provided.
   c. Pricing and Methodology for additional proposed services not described in proposal page provided.

3. Key Staff Experience: **5 pts.**
   a. Organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member submitted as requested.
   b. Biographic summaries that highlight the experience of key personnel relevant to the project submitted as requested.
   c. Responsibilities provided for all proposed key personnel to the project submitted as requested.
   d. Resumes demonstrating the experience and qualifications for all proposed key personnel to the project submitted as requested.

4. Understanding of the project: **15 pts.**
   a. Participant's understanding of the project needs, the work required, any local, state issues or concerns relevant to the scope of services submitted as requested.

Total 100 points

EVALUATION PROCESS:
All proposals will be examined by Hidalgo County Purchasing Department Staff and/or designated committee.

The evaluators will consider the most cost productive, efficient and effective submittal. Emphasis will be placed on experience, as well as meeting the needs of the County's intent of this project. While Hidalgo County

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appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation is based on the information provided herein Accuracy and completeness are essential. Omissions, ambiguous or equivocal statements may be construed against the participant. The proposal response may be incorporated into any contract, which results from this RFP, and participants are cautioned not to make claims or statements, which they are not prepared to commit to contractually. Failure of the participant to meet such claims will result in a requirement that the vendor provide the resources necessary to meet submitted claims.

Hidalgo County, reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

Hidalgo County may initiate discussions with selected participants(s); however, discussions **may not** be initiated by participants. Hidalgo County expects to conduct discussions with participant's representatives authorized to contractually obligate the vendor with an offer. Consultant(s) shall not contact any personnel of Hidalgo County during the RFP process without the express permission from the Office of the Hidalgo County Purchasing Agent. Hidalgo County Purchasing may disqualify any participant who has made site visits, contacted any personnel of Hidalgo County, or distributed any literature without authorization from the Purchasing Department.

All documents will be held by Hidalgo County and are NOT subject to public view until an award is made. Under the Request for Proposal process, sealed offers will be received and opened in the Office of the Hidalgo County Purchasing Agent. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award. When an award is made, proposals are subject to review under the "Public Information Act". To the extent permitted by law, participants may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be **CLEARLY MARKED "CONFIDENTIAL".**

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations and/or County has sole option to utilize its own contract. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:
Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.

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EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"PROFESSIONAL CONSULTING SERVICES RELATED TO THE POSSIBLE CREATION OF A HEALTHCARE and/or HOSPITAL DISTRICT"

RFP:

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EXHIBIT "B"
SELECTION/EVALUATION/RANKING CRITERIA

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

1. **FIRM'S QUALIFICATIONS/EXPERIENCE:** (50) POINTS
   - History to similar projects;
   - Qualifications;
   - Experience with similar projects;
   - Experience with local governments, nonprofits, or healthcare entities.

2. **PRICING METHODOLOGY:** (30) POINTS

   - Pricing and Methodology for direct and indirect costs provided;
   - Pricing and Methodology for reimbursable expenses being specific provided;
   - Pricing and Methodology for additional proposed services not described in proposal page provided.

3. **KEY STAFFING EXPERENCE:** (5) POINTS

   - Organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member submitted and as requested;
   - Biographic summaries that highlight the experience of key personnel relevant to the project submitted and as requested;
   - Responsibilities provided for all proposed key personnel to the project submitted and as requested;
   - Resumes demonstrating the experience and qualifications for all proposed key personnel to the project submitted and as requested.

4. **UNDERSTANDING OF THE PROJECT:** (15) POINTS

   - Participant's understanding of the project needs, the work required, any local, state issues or concerns relevant to the scope of services submitted and as requested.

TOTAL: 100 POINTS

EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and designated committee.

The evaluators will consider the most efficient and effective plan. Emphasis will be placed on experience, as well as meeting the needs of the RFP. While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand the evaluation process.

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EXHIBIT "B"
HIDALGO COUNTY
"PROFESSIONAL CONSULTING SERVICES RELATED TO THE POSSIBLE CREATION OF A HEALTHCARE AND/OR HOSPITAL DISTRICT"

Selection Criteria	Minimum Points	Score
1. FIRM'S QUALIFICATIONS/EXPERIENCE **50 PTS**		
➢ History to similar projects	**0-10**	
➢ Qualifications	**0-10**	
➢ Experience with similar projects	**0-15**	
➢ Experience with local governments, nonprofits, or healthcare entities	**0-15**	
Comments/Rationale for points:	TOTAL:	_____
2. PRICING METHODOLOGY **30 PTS**		
➢ Pricing and Methodology for direct and indirect costs provided	**0-10**	
➢ Pricing and Methodology for reimbursable expenses being specific provided	**0-10**	
➢ Pricing and Methodology for additional proposed services not described in proposal page provided	**0-10**	
Comments/Rationale for points:	TOTAL:	_____
3. KEY STAFFING EXPERIENCE **5 PTS**		
➢ Organizational chart for the project and summary paragraph of the project work to be performed by each proposed staff member submitted and as requested.	**0-1**	
➢ Biographic summaries that highlight the experience of key personnel relevant to the project submitted and as requested.	**0-1**	
➢ Responsibilities provided for all proposed key personnel to the project submitted and as requested.	**0-1**	
➢ Resumes demonstrating the experience and qualifications for all proposed key personnel to the project submitted and as requested.	**0-2**	
Comments/Rationale for points:	TOTAL:	_____
4. UNDERSTANDING OF THE PROJECT **15 PTS**		
➢ Participant's understanding of the project needs, the work required, any local, state issues or concerns relevant to the scope of services submitted and as requested.	**0-15**	
Comments/Rationale for points:	TOTAL:	_____
	TOTAL SCORE:	

RFP № _____
RFP EVALUATION FORM

Provider: _____

Evaluator: _____ Date: _____

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AI-54118

Purchasing Department 18.
A. 2.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Elena Gomez, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality [draft rental agreements missing in bid response], as it is in the best interest of HC to do so;
B. Presentation of bids received for the purpose of award with approval of individual rental agreement forms for multiple vendors submitting the lowest and best bids for: Rental of Heavy Equipment County Wide and subject to compliance with HB1295 and/or HB23 when and if applicable;

BACKGROUND

1. 17 bid packets requested and distributed;
2. 5 bids received and 4 eligible for consideration if waiver approved by HCCC;
3. Initial term of [1] year with HC sole option to renew for an additional [1];

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
VARIOUS ACCTS (COUNTY WIDE ON AS NEEDED BASIS)

Attachments

EXHIBIT A
BLUE CAT-FRONTERA EQUIPMENT RENTAL AGREEMENT
NUECES EQUIPMENT RENTAL AGREEMENT
ROMCO EQUIPMENT RENTAL AGREEMENT
TEJAS EUIPMENT RENTAL AGREEMENT
Legal Notice
Memo of Recommendation Pct 2
Tab sheet
Memo of Recommendation Pct 3

email
email
ins
1295
HB 1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 03:36 PM
Budget & Management	Veronica Ortiz	04/15/2016 03:40 PM
Glinda Pacheco	Glinda Pacheco	04/15/2016 04:44 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Marty Salazar Started On: 04/08/2016 09:34 AM
Final Approval Date: 04/15/2016

SPECIFICATIONS AND SCOPE OF WORK/SERVICES:

Hidalgo County is seeking qualified vendor(s) for the "Rental of Heavy Equipment" that are in good working conditions on an "As needed basis" with delivery by vendor to project(s) location(s). Such as Backhoe loaders, Tractors, Pavers, Dozers, motor graders, Dump Trucks, Water Trucks etc in various size, weight etc. The following are the minimum requirements and/or specifications that will be acceptable. Any bid that does not meet the minimum requirements and/or specifications will be rejected these specifications are to include, but not limited to, the following:

All vendor(s) must submit **a copy of the company's Draft Agreement with the Bid,** so that Hidalgo County Legal Counsel can review as to form.

STANDARD TERMS & CONDITION:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may sole discretion elect the option to extend the contract for one (1) additional year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so including the selection of vendor depending on the location(s) of project(s).

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Hidalgo County reserves the right to award the low bidder

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price

adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Elena Gomez, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us by NO LATER THAN MONDAY February 29, 2016 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than WEDNESDAY, MARCH 02, 2016 BY 5:00 P.M.**

BLUE CAT RENTALS
956-464-0123

MASTER EQUIPMENT LEASE AGREEMENT & RENTAL CONTRACT

FRONTERA EQUIPMENT

Master Equipment Lease Agreement and Rental Contract dated _____between _____with offices at _____(hereinafter referred to as "Lessee"), and **FRONTERA EQUIPMENT / BLUE CAT RENTALS** with offices at **2300 Expressway 83, Donna, Texas** (hereinafter referred to as "Lessor").

1. Lease of Equipment. Lessor hereby leases to Lessee, and Lessee leases from Lessor, each item of machinery, equipment and other personal property described in the following List of Equipment (individually an "Item of Equipment" and collectively the "Equipment"), for use at such location, at such rental rate and for such time as is therein stated. It is contemplated that additional items of machinery, equipment and other personal property may be included under this Agreement from time to time by the execution of a Schedule setting forth, with respect to such additional items, the information called for in the List of Equipment set forth below. When such Schedule has been signed by the Lessee and signed and approved on behalf of Lessor as herein provided, such Schedule shall be considered an integral part hereof and each item of machinery, equipment or other personal property described therein shall be deemed to be an "Item of Equipment" as herein defined from the date of such Schedule to the same extent as if such item had been described in the following List of Equipment. Lessee shall keep the equipment located at the point of delivery stated herein below unless Lessee receives written permission from FRONTERA EQUIPMENT CO to move the equipment to another specified location. All payments by Lessee are to be made at Lessor's offices in Donna, Texas.

LIST OF EQUIPMENT

Description of Items of Equipment	Serial No.	Tax Yes or No	Agreed Value of Items of Equipment	Minimum Rental Period	Monthly Rental Rate	Applicable Warranty (List Card Numbers)	New or Used
					$		
				Special Inventory Tax	$		
				Transportation Charge	$		
				Texas H.E. Surcharge 2%	$		
				Sales Tax 8.25%	$		
				Check ☐ Cash ☐ TOTAL	$		
Delivery and Miscellaneous Instructions: Property/Job Location: Outgoing Hours: Outgoing Fuel:							

Lessee, at its own expense, shall do all loading, unloading, installing, dismantling and hauling, and shall pay all demurrage accruing at its own shipping and receiving point and all freight and switching charges in both directions.

2. Term and Lease Rentals. The terms of this Agreement shall be, with respect to each Item of Equipment, the Minimum Rental Period specified for such Item of Equipment above. Rental payments for each item of Equipment shall be made as follows:

2.1 Minimum Rental Period of One Month or More. With respect to each Item of Equipment leased for a Minimum Rental Period of one month or more, Lessee shall pay to Lessor on the date such Item of Equipment becomes subject to this Agreement and on the same day of each and every month thereafter until the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment is returned to Lessor's yard (i) base rentals in the amount of the Monthly Rental Rate set forth above for such Item of Equipment; and (ii) in the event such Item of Equipment was used more than 200 hours during the month preceding the payment date, additional rentals in the amount equal to 1/200 of the Monthly Rental Rate for each hour of such Item of Equipment was operated during such preceding month in excess of 200 hours.

2.2 Minimum Rental Period of Less Than One Month. With respect to each Item of Equipment leased for a Minimum Rental Period of less than one month, Lessee shall pay to Lessor: (i) on the date such Item of Equipment becomes subject to this Agreement and on the same day of each of the next three weeks thereafter (unless such Item of Equipment is returned to Lessor's yard prior thereto): (a) base rentals in the amount of one-third (1/3) of the Monthly Rental Rate set forth above for such Item of Equipment; and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours; and (ii) on the same day of each week thereafter beginning with the fourth week after such Item of Equipment becomes subject to this Agreement (a) base rentals in the amount of one-fourth (1/4) of the Monthly Rental Rate set forth above for such Item of Equipment and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours.

Rental & Late Fees: For purposes of the foregoing, calculation of the rental period shall commence on the date an Item of Equipment has been notified by the Lessee to be on rent and shall terminate the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment has been notified by the Lessee to be on off rent. Time is of the essence hereof, and if Lessee shall fail to pay any rental as herein provided the full amount of rent then unpaid hereunder shall become due and payable forthwith, and Lessor may at its option, in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of the equipment wherever it may be located, whereupon all rights of lessee to the Equipment shall terminate absolutely. Late payments shall bear interest at the highest contract rate permitted by law, but the payment of such interest shall not waive Lessor's right to terminate this Agreement as herein set forth. This Agreement is irrevocable for the full term hereof and for the aggregate rental reserved, and the rent shall not abate by reason of termination of Lessee's right of possession for failure to observe any provision of this Agreement.

3. Product Warranty, DISCLAIMER and Limitation. The only warranties, if any, applicable to any Item of Equipment are identified in the List of Equipment set forth in paragraph I hereof or in the Schedule relating thereto.

3.1 New products. Lessor and Lessee hereby agree that Lessor has not made any warranties, express or implied, regarding any new Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Lessee agrees that its sole and exclusive remedy, if any, for defects in materials or workmanship with respect to any new Item of Equipment shall be against the manufacturer or manufacturers thereof pursuant to the express, written warranty, if any, extended by such manufacturer or manufacturers with respect to such products and described in the Item of Equipment set forth in paragraph 1 hereof or in the Schedule relating to such Item of Equipment. If any such express, written warranty is to be in effect, Lessee hereby acknowledges that it has received, read and understands the terms of such warranty and that a description of the warranty (including the warranty card number relating thereto) is set forth in the Item of Equipment or in the Schedule relating to such Item of Equipment.

Approval. This Agreement shall not be binding upon Lessor until approved by an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this Agreement in the place provided herein therefor.

IN WITNESS WHEREOF, Lessor and the Lessee have caused these presents to be duly executed.

LESSEE :	LESSOR:
Name:	FRONTERA EQUIPMENT / BLUE CAT RENTALS
By:	By:
Title:	

THIS MASTER EQUIPMENT LEASE AGREEMENT AND RENTAL CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF SAME BEING INCORPORATED HEREIN BY REFERENCE

3.2. Used Products. Lessor and Lessee further agree that Lessor has not made any warranties, express or implied, regarding any used Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE regarding any used Item of Equipment leased by Lessee pursuant hereto except for any express warranties specifically described in the List of Equipment set forth in paragraph one hereof or in the schedule relating to such Item of Equipment. The only warranties offered by Lessor with respect to used products are as follows: "Bonded ".

(i) BONDED: An Item of Equipment warranted against defective material or workmanship for a period of 60 days from lease date. No charge will be made for parts or labor if defect occurs and Lessor is notified in writing during the 60-day period.

Lessor and Lessee agree that Lessee's SOLE AND EXCLUSIVE REMEDY against Lessor under "BONDED", warranties shall be for the repair or replacement of defective parts as provided in the warranty or condition selected. Repair or replacement shall be at Lessor's discretion. Lessor will make every attempt to replace any equipment that can not be repaired in a timely manner. Rental payment will cease during the time the equipment is unavailable due to defective parts.

Lessee acknowledges and agrees that this Agreement contains all agreements between Lessor and Lessee, and such terms are hereby accepted by Lessee. Lessee further agrees and acknowledges that no verbal contracts, agreements, or warranties other than as written in this Agreement have been received or given and its signature on this Agreement acknowledges such fact.

4. Maintenance and Repair. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Item of Equipment. Lessee shall see that the Equipment is not subjected to careless or needlessly rough usage. Lessee shall at its own expense maintain the Equipment and all additions, attachments and accessories in good mechanical condition and running order in strict accordance with the manufacturer's specifications and recommendations, and return it in its original condition less normal wear and tear or depreciation. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear. The expense of all maintenance and repairs made during the rental period, including labor materials, parts and other items, shall be paid by Lessee, except where covered by paragraph 3, shall become part of the Equipment and shall be the property of the Lessor.

5. Damage to Equipment. All risk of loss or damage to each Item of Equipment shall be borne by Lessee. Notwithstanding damage to an Item of Equipment, rental for such Item of Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged Item of Equipment, and Lessee shall repair, or cause to be repaired, each such damaged Item of Equipment promptly after the damage. In the event any Item of Equipment is destroyed, stolen or damaged to such extent that Lessee finds it undesirable or impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payments as to such Item of Equipment and all of Lessee's right, title, and interest in such Item of Equipment, together with any and all insurance rights it may have with respect to such Item of Equipment, shall be assigned to Lessor. To the extent not covered by insurance, Lessee shall indemnify Lessor against any and all loss and/or damage to Equipment.

The receipt and acceptance by the Lessee of any Item of Equipment shall constitute acknowledgement that such Item of Equipment has been accepted and found in good, safe, and serviceable condition, and fit for use, unless the Lessee makes claim to the contrary to Lessor by registered mail, return receipt requested, addressed to Lessor's office within three days after receipt of such Item of Equipment. The complaint shall set forth in detail the complete nature and the condition of the Equipment received. In the event of notice to Lessor by the Lessee that such Item of Equipment is not in good, safe, and serviceable condition and fit for use upon its arrival. Lessor shall have the right to put such Item of Equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel this Lease.

6. Indemnity to Lessor. Lessee shall indemnify, protect and save and keep harmless Lessor, its agents, and servants, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including reasonable legal expenses, arising out of the use, OR OPERATION by the lessee or, in the event Lessee's possession of any Item of Equipment terminates by virtue of Lessee's default hereunder, arising out of or resulting from the condition of any Item of Equipment sold or disposed of after use by the Lessee. Lessee shall notify Lessor in writing within five (5) days of institution of suit or the occurrence of any event which might be the basis of an adverse claim regarding any Item of Equipment. THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW, OR OTHERWISE. .

7. Insurance. Lessee shall at its own expense keep each Item of Equipment insured, at the full value thereof, against all risks of direct physical loss or damage to the Equipment, and shall likewise insure all Equipment adequately against such other risks and in such amounts as Lessor may reasonably require and with insurance companies qualified to do business in the state in which the Equipment may be located, with losses, if any, payable to Lessor, Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Agreement. In the event of such default, Lessor may, but shall not be obligated to, effect such insurance and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forth by Lessee.

8. Taxes. Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, and valorem taxes, and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Lessor or Lessee or others, on or relating to any of the Equipment or the use, registration, rental, shipment, transportation, delivery, or operation thereof, other than federal or state income and franchise taxes of Lessor, and shall file all returns required therefor and furnish copies thereof to Lessor. Upon demand, Lessee shall reimburse Lessor for any such taxes, assessments, charges, fines, or penalties which Lessor may be compelled to pay in connection with any of the Equipment. Lessor will cooperate with Lessee and furnish Lessee with any information available to Lessor in connection with the Lessee's obligations under this paragraph.

9. Assignment and Sublease. Neither this Agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent, and if the Lessee assigns this Agreement or any of its rights hereunder with the consent of Lessor as herein provided all of the conditions and obligations of this Agreement shall be binding upon Lessee's successors and assigns. Lessor may, without the necessity of prior consent or approval by Lessee, assign its rights and obligations under this Agreement, or may assign only its rights to receive lease rentals under this Agreement, and Lessee upon receiving written notice of any such assignment shall abide thereby. In the event Lessor assigns only its rights to receive lease rentals hereunder, Lessee agrees that it will, upon receipt of notice thereof, make payments of lease rentals to Lessor's assignee in accordance with such notice, that Lessee will make no attempt to off-set against such payments, any claim arising either under this Agreement or apart therefrom that Lessee may have against Lessor, that Lessee's obligations to pay lease rental to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this Agreement, any right of rescission Lessee may have, or for any other reason, to the end that Lessee's obligation to pay rent to Lessor's assignee of lease rentals hereunder will have the same effect as if such promise was contained in a negotiable promissory note executed and negotiated by Lessee to a holder in due course. Assignment by the Lessor of its right to receive lease rental payments hereunder shall not relieve the Lessor of its obligations under this Agreement, and the Lessee agrees to look solely to the Lessor for enforcement of such obligations; provided, however, that in the event Lessor assigns all of its rights and obligations under the terms and provisions of this Agreement, Lessee agrees that upon receipt by it of notice of such assignment the assignee of Lessor shall thereafter be deemed to be the Lessor for all purposes, and the Lessee agrees thereafter to look only to said assignee for the performance of all of Lessor's obligations hereunder.

10. Title to Equipment. Lessor and Lessee expressly agree that all of the property subject to this Agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas, and that the same shall never be so attached or affixed to any real estate as to be or become a fixture, Lessor and Lessee further expressly agree that this Agreement is a contract of lease only, and that Lessee shall not acquire any title to any of the Equipment subject hereto. Lessee shall keep the Equipment free from any and all liens and claims, and shall not do so or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessor and Lessee expressly agree that in the event any of the Equipment is now, or may hereafter be, subject to any security interest therein created by the Lessor. Lessee's rights hereunder in and to the Equipment are and shall be subordinate to any such security interest.

11. Lessee's Default. The following events shall constitute defaults on the part of Lessee hereunder; failure of Lessee to pay any installment of rental on the date which the same shall become due; failure to return equipment to Lessor upon date due; failure of Lessee to receive written permission from FRONTERA EQUIPMENT prior to changing the location of the equipment from the last location thereof which was agreed to in writing by FRONTERA EQUIPMENT; any breach or failure of Lessee to observe or perform any of its other obligations hereunder; insolvency or bankruptcy of Lessee or the making by Lessee of an assignment to the benefit of creditors, or the consent of Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for Lessee or for a substantial part of its property; the institution by or against Lessee of bankruptcy, reorganization, arrangement, insolvency or other debtor-relief proceedings. Upon occurrence of any such default, Lessor may, at its option and without notice to or demand on Lessee, declare this Agreement in default and thereupon all Equipment and all rights of Lessee therein shall be surrendered to Lessor. Lessor may, by its agents, take possession of the Equipment wherever found, with or without process of the law, and for this purpose may enter upon any premises of Lessee without liability for suit, action or other proceedings by Lessee and remove the same. Lessor may hold, use, sell, lease, or otherwise dispose of the Equipment of any Item of Equipment or keep any of them idle if Lessor so chooses, without affecting the obligations(s) of Lessee. With respect to Equipment that is the subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid plus all sums to become due as rental to the end of the respective rental period of each Item of Equipment as if this Lease had not been terminated and all other damage sustained by Lessor by virtue of such breach. Any repossession or resale of any Item of Equipment shall not bar an action for a deficiency as above provided, and; the bringing of an action or entry of judgment against Lessee shall not bar Lessor's right to repossess any or all the Equipment.

12. Operators. Unless otherwise mutually agreed in writing, Lessee shall employ all operators to operate and repair the Equipment during the rental period, and shall employ none who are not qualified to perform their respective duties.

13. Inspection. Lessor shall have the right to inspect Lessee's time records and to take copies and extracts therefrom and discuss such records with Lessee's officers and employees during regular business hours to determine whether additional rentals are payable hereunder.

14. Prohibited Use. Lessee will not operate the equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, and Lessee will promptly notify Lessor if any such equipment is or becomes subject to contamination from any hazardous or toxic substances. Lessee agrees to indemnify, protect and save and keep harmless Lessor, its agents, servants, successors and assigns, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the operation or use of the equipment in connection with any hazardous or toxic substances, waster or other prohibited or dangerous contaminants.

15. Compliance with Regulations. Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.

16. Miscellaneous Provisions. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement. This Agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. For purposes of interpretation, the singular shall be deemed the plural and the plural deemed singular; the forms of masculine, feminine and neuter shall be deemed one and the same.

No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Agreement shall impair any such right, power or remedy of Lessor, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing. All remedies either under this Lease or by law afforded to Lessor shall be cumulative and alternate.

In case any matter is written or typed into this printed Agreement other than such as is necessary to fill the blanks provided therein, such matter shall be deemed an addition to the Lease and it is specifically understood and agreed by the Lessee and the Lessor that such added matter is not in any manner whatsoever intended to alter the meaning or intention of the printed clauses of the Agreement and in case of conflict and inconsistency between the printed portions and the written or typed additions, the printed portions shall control and any written or typed clauses in conflict therewith shall be treated as void.

RECEIVED
APR 01 2016
By 3:20 pm

DELIVERY TICKET AND RENTAL AGREEMENT

LeeBoy CASE KOBELCO Kawasaki NPE Etnyre Bobcat Ingersoll Rand Inspiring Progress

ABILENE, TX (325) 794-0066

NUECES POWER EQUIPMENT

P.O. BOX 4789
CORPUS CHRISTI, TX 78469
(361) 289-0066

VICTORIA, TX (361) 576-0066
LAREDO, TX (956) 725-0066
EL PASO, TX (915) 541-0066
EDINBURG, TX (956) 702-0066
SAN BENITO, TX (956) 361-0066

RENTED/SOLD TO: _____

DELIVER TO: _____

DATE: _____

TERMS - NET 10 DAYS

ALL PAYMENTS DUE AT CORPUS CHRISTI, NUECES COUNTY, TEXAS. WE RESERVE THE RIGHT TO CHARGE INTEREST AT HIGHEST LEGAL RATE ON CHARGES NOT PAID WITHIN 30 DAYS OF THE DUE DATE.
F.O.B. POINT: UNLESS OTHERWISE INDICATED EQUIPMENT IS F.O.B. POINT OF ORIGIN AND RETURN TO SAME.
PLEASE REMIT TO: P.O. BOX 4789
CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

CUSTOMER NO.: _____
JOB NO.: _____
ORDERED BY: _____

HOUR METER IN _____
HOUR METER OUT _____
TOTAL _____

FOUR WEEK RATE: WEEK RATE: DAY RATE:

QUAN.	DESCRIPTION	SERIAL NUMBER	PER	RATE		PRICE EXTENSION	

DELIVERY TICKET AND RENTAL AGREEMENT

LeeBoy CASE KOBELCO Kawasaki NPE Etnyre Brock Builder Ingersoll Rand Inspiring Progress™

NUECES POWER EQUIPMENT

ABILENE, TX (325) 794-0066
VICTORIA, TX (361) 576-0066
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NOT PROTECTED AGAINST FREEZING

CUSTOMER NO.: _____
JOB NO.: _____
ORDERED BY: _____

HOUR METER IN _____
HOUR METER OUT _____
TOTAL _____

FOUR WEEK RATE: WEEK RATE: DAY RATE:

QUAN.	DESCRIPTION	SERIAL NUMBER	PER	RATE		PRICE EXTENSION	

ADDITIONAL TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. LESSOR'S OBLIGATION: All rental equipment shall be in good operating condition at the time furnished by LESSOR. Acceptance of equipment by LESSEE will constitute acknowledgement that the equipment was furnished in good, safe, and serviceable condition unless NUECES POWER EQUIPMENT is notified to the contrary in writing within three (3) days following receipt of the equipment.

2. TRANSPORTATION EXPENSES: Unless otherwise stated, all transportation expenses from, or to, the place of business of LESSOR shall be paid by LESSEE.

3. LESSEE'S OBLIGATIONS TO REPAIR AND MAINTAIN: LESSEE shall, at LESSEE'S expense, supply all fuel, lubricants, repair parts, labor, and all other items necessary to operate the equipment and to maintain it in good operating condition during the term of this Rental Agreement. The equipment shall be returned in the same condition as when received, except for normal wear. If the equipment, when returned to LESSOR, is in need of repair, or is in a damaged and worn condition (including damage and wear to tires), not attributable to normal wear, LESSEE shall be obligated to pay to LESSOR the reasonable cost of the repairs and, in addition, LESSEE shall be obligated to continue the payment of rental, at the rate herein stated, for the period of time reasonably necessary to repair LESSOR'S equipment and to restore it to a good, safe, and serviceable condition. LESSEE agrees that any repairs and labor furnished by NUECES POWER EQUIPMENT, shall be charged to and paid by LESSEE at NUECES POWER's established prices plus any local, county, or state tax, for similar repairs, parts, or accessories, in force at the time same are supplied.

4. LESSEE'S RESPONSIBILITY FOR LOSS: LESSEE is responsible for the rented equipment at all times while it is in the possession, custody, or control of LESSEE and all risks of loss shall be borne by LESSEE, whether such loss is caused by the negligence of LESSEE, abuse, fire, theft, accident, or any casualty of any nature whatsoever, it being the intent of LESSOR and LESSEE that LESSEE shall bear any loss resulting from the loss of or damage to said equipment, whether or not LESSEE was in any way at fault.

5(a). INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:

$1000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment.

LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

5(b). LESSEE shall promptly pay all taxes and assessments on the equipment (including but not limited to any federal, state and local taxes).

6. INDEMNITY: LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from all claims, actions, proceedings, costs, damages, and liability, including attorneys' fees and investigation expenses incurred in the defense of any said claims, arising out of, or connected with, or resulting from the rented equipment, including without limitation, the manufacture, selection, delivery, possession, use, maintenance, operation, or return thereof.

7. DISCLAIMER OF ALL WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT RENTED AND HEREBY DISCLAIMS THE SAME: There are no oral or written promises, terms, conditions, representations, or warranties, of any nature whatsoever, express, or implied, concerning the herein described equipment.

8. LIMITATION OF LESSOR'S LIABILITY: In the event the rental equipment is not in good operating condition at the time furnished by LESSOR, and LESSOR is notified thereof within the time stated in paragraph 1, LESSOR shall refund a pro rata part of the rental charge until the equipment is placed in good operating condition by LESSOR. Such right to obtain a refund of rental shall constitute LESSEE's sole and exclusive remedy and LESSEE hereby agrees that no other remedy, (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, OR DAMAGE WHATSOEVER, INCLUDING LOSS OF TIME, OR INJURY TO PERSON, OR PROPERTY, OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) shall be available to LESSEE.

9. DEFAULT BY LESSEE AND ATTORNEYS' FEES: If LESSEE shall make default in punctually paying any rental, or if LESSEE shall breach any other term, covenant, or condition of this Rental Agreement, then and in any such event, LESSOR shall have the right to retake immediate possession of the said equipment and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, this Rental Agreement shall thenceforth terminate without prejudice to LESSOR's right to recover for rental accrued to the time LESSOR takes possession of such equipment, and any damages for repair costs, and additional rental, which may be payable to LESSOR under the provisions of paragraph 3 above. LESSEE agrees to pay the reasonable expenses incurred by LESSOR for attorneys' fees and court costs in connection with the enforcement of any obligations of LESSEE, or the collection of any monies owed by LESSEE, under the terms of this Agreement.

10. APPLICABLE LAW; VENUE: The construction, enforcement, interpretation and validity of this agreement shall be governed by the laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this agreement shall lie in Nueces County, Texas.

DELIVERY TICKET AND RENTAL AGREEMENT

LeeBoy CASE KOBELCO Kawasaki Etnyre Brick Broom Ingersoll Rand Inspiring Progress

ABILENE, TX (325) 794-0066

NPE

NUECES POWER EQUIPMENT

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LAREDO, TX (956) 725-0066

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EDINBURG, TX (956) 702-0066

SAN BENITO, TX (956) 361-0066

DATE: _____

RENTED/SOLD TO: _____

DELIVER TO: _____

TERMS - NET 10 DAYS

ALL PAYMENTS DUE AT CORPUS CHRISTI, NUECES COUNTY, TEXAS. WE RESERVE THE RIGHT TO CHARGE INTEREST AT HIGHEST LEGAL RATE ON CHARGES NOT PAID WITHIN 30 DAYS OF THE DUE DATE.
F.O.B. POINT: UNLESS OTHERWISE INDICATED EQUIPMENT IS F.O.B. POINT OF ORIGIN AND RETURN TO SAME.
PLEASE REMIT TO: P.O. BOX 4789
CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

CUSTOMER NO.: _____ HOUR METER IN _____

JOB NO.: _____ HOUR METER OUT _____

ORDERED BY: _____ TOTAL _____

FOUR WEEK RATE: WEEK RATE: DAY RATE:

QUAN.	DESCRIPTION	SERIAL NUMBER	PER	RATE		PRICE EXTENSION	

ROMCO EQUIPMENT CO.

- 5151 Cash Road, Dallas, Texas 75247
- 1350 N.E. Loop 820, Fort Worth, Texas 76106
- 1042 S.E. Loop 410, San Antonio, Texas 78220
- 2116 E. Loop 281, Longview, Texas 75605
- 312 Park Street, Mercedes, Texas 78570
- 1150 West Old Settlers Blvd., Round Rock, Texas 78681
- 1 Mile West of I-45 on FM 164, Buffalo, Texas 75831
- 8450 Breen, Houston, Texas 77064

CUSTOMER EQUIPMENT ORDER

Date: _____

INVOICE TO				
NAME				Customer No.
Address				
City		County	State	Zip

SHIP TO				
Name				
Address				
City		County	State	Zip
Job Name			Job No.	

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL	TERMS

By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:

"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-in property described herein."

			SALE OR RECAPTURE PRICE	
QUANTITY	MACHINE AND MODEL	RENTAL RATE	UNIT PRICE	EXTENSION

DESCRIBE TRADE-IN:	SUBTOTAL	
	FREIGHT	
SPECIAL TERMS ON TRANSACTION:	TRADE-IN ALLOWANCE	( )
	HEIT TAX	
	DIESEL EQUIPMENT SURCHARGE	
	SALES TAX	
	NET PRICE	

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

☐ Cash ☐ Note & Security Agreement ☐ Rental ☐ Lease ☐ With Purchase Option

LEASE OR RENTAL: Customer agrees to pay Company rental single shift operation at the rate of $ _____

per _____ plus applicable sales tax for a minimum period of _____

months, commencing _____.

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCETABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OF OPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co.

Customer: _____

In Dallas County, Texas on _____ 20____

Signed By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Revised 5/17/06

Salesman: _____

TERMS AND CONDITIONS
(Please Read Carefully)

This order is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this order involves a SALE or RENTAL of equipment.

1. The Company reserves the right to accept or reject this order by its authorized agent at its principal office in Dallas County, Texas, and shall not be required to give any reason for non-acceptance. In the event of such rejection, Company will not be responsible or liable to customer in any manner whatsoever.
2. This order when accepted in writing by Company shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of Company whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Company from any responsibility or liability to the customer under the terms hereof.
3. The Company's responsibility to customer for shipment ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring after such delivery shall be made by the customer direct to the transportation company. Any claims by customer for shortages in shipment shall be made within three days after receipt of shipment.
4. The Company shall not be responsible or liable for any damages, whether on account of personal injuries, death, or otherwise suffered or sustained in the operation of said machinery, nor for any damages resulting to the customer by reason of delays of any failure or alleged failure of said machine to operate. The term "damages" as used herein shall include, but is not limited to, consequential damages, including lost profits. Customer shall hold Company harmless from any claim, demand, action, or proceeding related to such damages.
5. Customer agrees on demand to execute and deliver to Company such notes and such additional forms and documents (such as Bill of Sale, Security Agreement, Lease and Rental Agreement, Financial Statement, Request for Information, and Request for Statement of Account and List of Collateral) as may be reasonably required by Company to consummate this ORDER when accepted. If payment in full for the equipment covered by this order shall not have been made within ten days of delivery, Seller may file a copy of this order as a Financing Statement to perfect Seller's Security Interest in said equipment, and Purchaser acknowledges that said equipment is being acquired by Purchaser (as Debtor) from Seller (as Secured Party), and that Seller retains a Security Interest therein in accordance with the terms and provisions of the Uniform Commercial Code.
6. Should Customer attempt to grant Company a Security Interest to secure the payment of all or any part of the Purchase Price, then any sale of equipment by Company herein intended shall be conditioned upon said Security Interest being perfected as a first and superior lien to any and all other Security Interests, liens, mortgages and encumbrances whatsoever.
7. Where terms agreed to are other than for cash settlement, Customer acknowledges that he was quoted a cash sale price and a time sale price, and has elected to make the purchase on a time sale basis.
8. All payments are due and payable to the office of Company in Dallas County, Texas or at the office of any assignee hereof in Dallas County, Texas, in lawful money of the United States, and will be subject to a late charge after maturity until paid computed at the highest legal contract rate of interest permissible in the State of Texas.
9. Customer agrees to sole responsibility for all loss or damage to equipment after delivery, and shall have the same insured in favor of Company against all hazards to the extend of the Market Value determined by Company, and shall furnish evidence of such insurance upon request of Company.
10. Customer acknowledges responsibility for all sales, use or similar taxes and except as included above, such taxes shall be added to the payments quoted, or in lieu thereof Customer shall provide Company with a tax exemption certification acceptable to the taxing authorities.
11. This order, when accepted by the Company, shall constitute the entire agreement of the parties, and Customer agrees that Company is not bound by any representations, promises or agreements made by any officer, agent or employee of Company relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.
12. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULLAR USE OR PURPOSE, AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

STANDARD RENTAL CONTRACT
TERMS AND CONDITIONS

Tejas

1. INSPECTION, REPAIRS AND MAINTENANCE. Dealer is required to supply the equipment in good operating condition. Customer acknowledges by signing this contract that he has had and opportunity to personally inspect the equipment, has received instructions from Dealer for the safe use of the equipment, including manufacturer's saftery warnings and instructions, if any, and accepts the equipment as being suitable for his needs and in good operating condition, and that he understands its proper and safe use. The customer agrees that he will pay all cost of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and Tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance and service. If repairs exceeding thenormal wear and tear are necessary upon return of the equipment, Dealer is authorized to make such repair and bill the customer. Customer agrees no to cover, alter, substitute or remove any identifying insignia displayed on the equipment. customer will not permit the equipment to be abused, overloaded or used beyond its capacity.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes un safe or in disrepair, Customer agrees to discontinue use and notify Dealer. The Dealer will replace the equipment with similar equipment in good working order, if available, when the equipment has become unsafe or in disrepair as a result of normal use. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

4. INDEMNITY AND HOLD HARMLESS AGREEMENT. Customer agrees to and shall indemnify and hold harmless Dealer, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising of or in connection with the use of the equipment or breach of this contract by Customer, regardless of whether such injuries, death,or damages are caused in whole or in part by the negligence of the Owner. It is the expressed intention of the parties hereto, bothe Customer and Dealer, that the indemnity provided for in this paragraph is indemnity by Customer to indemnify and protect Dealer from the consequences of Dealer's own negligence, whetehr that negligence is the sole or a concurring cause of the injury, death, or damage.

5. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract: A.Use for illegal purpose or in an illegal manner. B. Use when the equipment is in bad repair oris unsafe. C. Improper, unintended use or misuse. D. Use by anyone other than customer or his employees, without Dealer's written permission. E. Use atany other than the address furnished Dealer without Dealer's written permission.

6. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign his righs under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may no sublease or loan the equipment without Dealer's written permission. Any purported assignment by customer is void.

7. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period, and retention of possession after of this time consittutes a mateial breach of this contract. Time is the essence of theis contract. Any extension muct be mutally agreed upon in writing.

8. LATE RETURN. Customer agrees to return the rented equipment during Dealer's regular store hours, upon termination of the rental period. If not timely returned, the rental rate shall continue until the equipment is returned.

9. UNCLEAN, DAMAGED OR LOST EQUIPMENT. CUSTOMER AGREES TO PAY FOR ANY UNCLEAN, DAMAGE TO OR LOST EQUIPMENT, INCLUDING: 1. LOSS OF THEFT OF ACCESORY EQUIPMENT , SUCH AS WELDING LEADS, ELECTRIC CORD, BITS, BATTERIES, HOSES, ETC. 2. LOSS BY WILLFUL NEGLECT OR ABUSE. 3. MYSTERIOUS OR UNEXPLAINED DAMAGE OR DISAPPEARANCE. 4. THEFT BY PERSON(S) ENTRUSTED WITH THE EQUIPMENT. 5. ANY LOSS OR DAMAGE WHATSOEVER TO TRUCK(S) EQUIPMENT. 6. DAMAGE TO OR FLAT TIRE(S). 7. DAMAGE DUE TO NEGLECT OR ABUSE TO EQUIPMENT, REGARDLESS OF CAUSE, EXCEPT REASONABLE WEAR AND TEAR WHILE THE EQUIPMENT IS OUT OF THE POSSESSION OF DEALER, AND UNTIL THE EQUIPMENT IS RETURNED TO THE DEALER OR AN AUTHORIZED REPRESENTATIVE OF THE DEALER. CUSTOMER ALSO AGREES TO PAY A REASONABLE CLEANING CHARGE FOR EQUIPMENT RETURNED UNCLEAN, ACCRUED RENTAL CHARGES CANNOT BE APPLIED AGAINST THE PURCHASE OR COST OF REPAIR OF DAMAGED OR LOST EQUIPMENT. EQUIPMENT DAMAGED BEYOND REPAIR WILL BE PAID FOR AT ITS FAIR MARKET VALUE WHEN RENTED. THE COST OF REPAIRS WILL BE BORNE BY CUSTOMER, WHETHER PERFORMED BY DEALER OR AT DEALER'S OPTION, BY OTHERS. CUSTOMER AGREES TO FURNISH DEALER A POLICE REPORT ON ALL LOSSES.

10. DAMAGE WAIVER. IF ACCEPTED BY CUSTOMER, DEALER AGREES IN CONSIDERATION IF AN ADDITIONAL CHARGE AS SPECIFIEDIN THE AGREEMENT, TO MODIFY THE RESPONSIBILITIES OF CUSTOMER CREATED IN PARAGRAPH 9 (UNCLEAN, DAMAGED, OR LOST EQUITMENT). THIS WILL ONLY MODIFY THE "DAMAGED" PORTION IN PARAGRAPH 9. CUSTOMER ACCEPTING DAMAGE WAIVER IS NOT RESPONSIBLE FOR DAMAGE TO, DESTRUCTION OF RENTAL EQUIPMENT EXCEPT AS FOLLOWS: 1. DAMAGE DUE TO NEGLECT OR ABUSE 2. DAMAGE DUE TO FLOODS, RAIN, STORM, ETC. 3. DAMAGE TO TIRES, TUBES & WHEELS CAUSED BY BLOWOUT, BRUISES, CUTS, & OTHER CAUSES INHERENT IN THE USE OF EQUIPMENT. 4. DAMAGE RESULTING FROM MISUSE, ABUSE, FAILURE TO MAINTAIN CLEANLINESS, PROPER OIL FLUID, HYDRAULIC PRESSURE OR OTHEI NORMAL SERVICE OF EQUIPMENT. 5. OVERHEAD DAMAGE & ALL DAMAGE RESULTING FROM OVERTURNING. 6. DAMAGE FROM DIRTYING OF EQUIPMENT BY PAINT, MUD, PLASTER CONCRETE, ETC. DAMAGE WAIVER DOES NOT COVER ANY FORM OF UNCLEANLINESS THEFT OF EQUIPMENT, MYSTERIOUS OR UNEXPLAINED DISAPPERANCE OF EQUIPMENT, (SEI PARAGRAPH 9).

11. TIME OF PAYMENT. Accounts are due and payable in Hidalgo County, Texas, at the termination o the rental period. Any amount not paid when due shall bear intrest at the higest contract rate o intrest the Dealer may charge Customer under applicable law, compounded daily.

12. SUIT AND COLLECTION COSTS. Customer agrees that any suit on or by reason of customer's obligation under this contract may be brought against him in Hidalgo County, Texas where performance is to occur. customer agrees to pay all resonable collection, attorneys' and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

13. REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and peaceably remove the equipment from wherever it is located, and Dealer and his agents shall not be liable for any claims for damage for trespassing arising from the removal of the equipment.

14. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading the equipment. If Dealer's agents or employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold harmless Dealer, its agents and employees, for any property damage or personal injuries, regardless of whether such injuries or damage are caused in whole or in part by the negligence of Dealer, its agents or employees

15. DELIVERY AND PICK-UP BY DEALER. Customer agrees to notify Dealer of required delivery and/or pick-up of equipment by Dealer a minimum of 24 hours before equipment is to be delivered or picked-up and Customer shall have equipment available for pick-up minimum of 3 hours prior to Dealer's mormal closing time. dealer will only deliver or pick-up equipment druing Dealer's regular business hours and in accordance with this paragraph.

16. DISCLAIMER OF AGENCY. Customer acknowledges that he is not the agent of Dealer for any purpose.

17. TIRE REPAIR OR REPLACEMENT. Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the dealer in a damaged condition, regardless of the cause of the damage, resonable wear and tear execpted.

18. FAILURE TO RETURN EQUIPMENT DURING BUSINESS HOURS. In the event the equipment is not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss ot the equipment occurring between the time or return and the commencement of Dealer's next business day.

19. DISCLAIMER OF MANUFACTURER. Customer agrees that Dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.

20. USE OF EQUIPMENT. Customer agrees that the equipment shall be used only by persons competent in their operation and futher agrees that he is solely responsible for providing competent operators.

21. TITLE. This agreement is not a contract of sale. Title to the equipment is and shall remain in Dealer.

22. ATTEMPTED LEVY. Customer will give Dealer immediate notice of any levy attempted upon said equipment or if said equipment for any cause becomes liable to s eizure, and to indemnify Dealer against all loss and damages caused by any such action including Dealer's reasonable attorneys' fees and expenses.

23. ADDITIONAL TERMS FOR TRUCKS, TRAILERS AND CAMPER RENTALS. Dealer will provide.

24. DEPOSIT AND RESERVATION AMOUNT. Deposit does not cover replacement and/or repair of damage to equipment but can be applied toward cleaning charges, late return charges, repair or replacement of any damage to or loss of the equipment and may not cover total charges. Reservation amount, if any, paid to Dealer by Customer to reserve equipment for future rental is non-refundable and may not be applied toward rental or other charges. Dealer shall not be liable to Customer for any claim or damages, including consequential damages incurred by Customer, arising out of Dealer's inability to supply equipment previously reserved due to events beyond Dealer's contorl. In such event, Customer's sole remedy shall be limited to refund of the reservation amount if any, paid to Dealer.

25. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not affect the remaining provisions or portions thereof.

26. NOTICE OF NON-WAIVER. The falluer of the Dealer at any one or more times to insist upon strict performance by the Customer of the conditions and terms of his agreement shall not be construed as a waiver of the Dealer's right to demand strict compliance.

27. INTEGRATION. This agreement comprises the entire agreement between the parties and it is acknowledged that there are no understandings, representations, warranties or promises, verbal or otherwise pertaining to this agreement or to the equipment, which are not incorporated herein.

1. Sealed bids will be received for **HIDALGO COUNTY (all funding sources)- "RENTAL OF HEAVY EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2016-058-03-09-MEG HIDALGO COUNTY(all funding sources) "RENTAL OF HEAVY EQUIPMENT"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY March 9, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO HIDALGO COUNTY (all funding sources) "RENTAL OF HEAVY EQUIPMENT"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to

PURCHASING DEPARMENT
County of Hidalgo

HIDALGO COUNTY
PRECINCT NO. 2
2016 APR 8 PM 2 41

M E M O R A N D U M

TO: ALL DEPARTMENT HEADS

From: Elena Gomez, Procurement Process Coordinator
Hidalgo County Purchasing Dept.

Date: March 31, 2016

Re: Bid No. 2016-058-03-09-MEG-
Extension on bid opening March 23, 2016
HIDALGO COUNTY "Rental of Heavy Equipment

Attach you will find a copy of the bid tabulation form and copies of all four (4) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; as soon as possible

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Big D Tractor Co, LLC. dba Frontera Equipment/Blue Cat Rentals	Due to the various different pieces of equipment for rent.
Romco Equipment Company	
Nueces Power Equipment Tejas Rental	

Budget Acct №: 6-1200-431-00-122-006-0-442

Department: Precinct 2

Concerns:

Erika Zamora | Erika Zamora | 4/12/16
Authorized Signature | Printed Name | Date

TABULATION SHEET
"RENTAL OF HEAVY EQUIPMENT"
RFB NO.: 2016-058-03-09-MEG

Equipment	Big D. Tractor LLC Dba Fronter Equipment / Blue Cat Rentals						Tejas Equipment Rental						Nueces Power Equipment						Romco Equipment Co.					
	Hrly	Daily	Wkly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Monthly	Wkends	Holidays
Backhoe Loaders	size 416 Weight 24,251 lbs							310J 2wd 13,800 lbs						580 N 14,500						BL 70 21,671 LBS				
	13.75	183.00	550.00	1,650.00	Reg. Rate	Reg. Rate		216.00	675.00	1,610.00				230.00	690.00	1,760.00				170.00	510.00	1,530.00		
								310J 4X4 16,140 lbs						580 Super 16,000										
								250.00	743.00	1,827.00				255.00	765.00	1,900.00								
								310 J Ext hoe 15,650 lbs						580 N 4x4 16,000										
								250.00	760.00	1,891.00				255.00	765.00	1,900.00								
														580 super 4x4 17,000										
														275.00	825.00	2,050.00								
Tractors	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Pavers	size AP1000 wt 39,320 lbs															8'-13.5 23,000 lb				PF 2181 8-21 ft width				
	132.00	1,056.00	3,167.00	9,500.00	Reg.	Reg.										$ 28,000.00				1,200.00	3,600.00	10,800.00		
																8-15.5				PF 1510 8-16 ft width				
																34,000				790.00	2,370.00	7,110.00		
																37,500.00								
																				8510B 8-15 ft width				
																				665.00	1,995.00	5,985.00		
Dozers	size D6 wt 46,158 lbs													80 HP 18,500 LBS										
	85.00	667.00	2,000.00	6,000.00	Rate	Reg.								440.00	1,320.00	3,960.00								
	size D7 wt 57,056 lbs													120 HP 28,000										
	98.00	778.00	2,333.00	7,000.00	Rate	Reg.								665.00	1,995.00	5,985.00								
														200 HP 50,000 LBS										
														960.00	2,880.00	8,640.00								
Water Trucks 4000 gallons only	10.00	389.00	1,167.00	3,500.00	Reg.	Reg.																		
Pneumatic Roller No less than 9 tons	59.00	467.00	1,400.00	4,200.00	Reg.	Reg.								370.00	1,110.00	3,330.00								
Pad Foot Compactor	Rammax size 36" wt 4,420 lbs													54" 5 TON						SD 45 F 11,350 LBS				
	25.00	200.00	600.00	1,800.00	Reg. Rate	Reg.								280.00	840.00	2,520.00				80.00	840.00	2,520.00		
	CP433 66" 16,292.2 lbs													66" 7 TON						SD 75 F 15,592 LBS				
	37.50	300.00	900.00	2,700.00	Reg. Rate	Reg. Rate								340.00	1,020.00	3,060.00				350.00	1,050.00	3,150.00		
	CP563 84" 26,190.9 lb													84" 10-12 TON						SD115F 25,960 LBS				
	46.00	366.00	1,067.00	3,200.00	Reg. Rate	Reg. Rate								405.00	1,215.00	3,645.00				420.00	1,260.00	3,780.00		
Excavator	320 54,450 lbs							9 ton 18,404						CX160 15 TON						EC220E 51,050 LBS				
	55.00	439.00	1,317.00	3,950.00	Reg. Rate	Reg. Rate		250.00	1,003.00	2,205.00				500.00	1,500.00	4,500.00				540.00	1,620.00	4,860.00		
	324 57,871 lbs							13 ton 29,489						CX210 21 TON						EC300E 64,490 LBS				
	71.50	572.00	1,717.00	5,150.00	Reg. Rate	Reg. Rate		488.00	1,360.00	3,315.00				570.00	1,710.00	5,130.00				710.00	2,130.00	6,390.00		
	330 79,700 lbs													CX350 35 TON						EC380E 88,620 LBS				
	82.00	656.00	1,967.00	5,900.00	Reg. Rate	Reg. Rate								850.00	2,550.00	7,650.00				875.00	2,625.00	7,875.00		

TABULATION SHEET
"RENTAL OF HEAVY EQUIPMENT"
RFB NO.: 2016-058-03-09-MEG

Mini Excavator								1.5 ton 3,395				CX 31 7000LBS						ZX 26U 5,780 LBS							
								149.00	488.00	1,148.00		185.00	555.00	1,665.00				120.00	360.00	1,080.00					
								3 ton 7716				CX36 8000 LBS						ZX 35U 7,760 LBS							
								179.00	590.00	1,440.00		220.00	660.00	1,980.00				160.00	480.00	1,440.00					
								5 ton 11,222				CX60 13000 LBS						ZX50U 10,811 LBS							
								221.00	884.00	1,942.00		320.00	960.00	2,880.00				180.00	540.00	1,620.00					
								9 ton 18,404																	
								250.00	1,003.00	2,205.00															
								13 ton 29,489																	
								488.00	1,360.00	3,315.00															
Motor Graders	12H 45,818 lbs											65E 17,000 LBS						G930 42,437 LBS							
	80.63	645.00	1,934.00	5,800.00	Reg.	Reg.						500.00	1,500.00	4,500.00				680.00	2,040.00	6,120.00					
	12m 44,690 lbs											865 B 32,000 LBS						G940 44,445 LBS							
	79.13	633.00	1,900.00	5,700.00	Reg.	Reg.						725.00	2,175.00	6,525.00				740.00	2,220.00	6,660.00					
												885B 40,000 LBS													
	140 46,872 lbs											775.00	2,325.00	6,975.00											
	79.13	633.00	1,900.00	5,700.00	Reg.	Reg.																			
Front Loader																		L90H 33,750 LBS							
																		600.00	1,800.00	5,400.00					
																		Loader L120H 42,9000 lbs							
																		740.00	2,220.00	6,660.00					
Trencher								323.00	807.00	2,201.00															
Double Steel Drum Vibratory Roller								3 ton				78″ 12 TON													
								178.00	714.00	1,436.00		535.00	1,605.00	4,815.00											
Vacuum Truck																									
Forklift	35.00	278.00	834.00	2,500.00	Reg.	Reg.		5k warehouse				CASE 588 81LBS													
								187.00	506.00	1,096.00		305.00	915.00	2,745.00											
Grappler								w/loader																	
								250.00	867.00	1,812.00															
Jack Hammer								51.00	170.00	425.00															
Concrete Pump																									
Brush Truck																									
Roll Off Truck																									
Container																									
Recycler												422 HP													
												1,980.00	,850.00	17,500.00											
Dump Trucks																									
Asphalt Distributor	45.00	345.00	1,034.00	3,100.00	Reg.	Reg.																			
Add. Items not listed above:	n/a							portable restrooms 65.00 daily 70.00 wkly & monthly				7′ milling machine 1,1 9,333 - 28,000													

Additional Cost and/or Terms and conditions:

Additional Cost and/or Terms and conditions:
all items have 20% environmental fee units over 49 HP carry 2% diesel surcharge standard delivery & pick up rates $ 90.00 each way

Additional Cost and/or Terms and conditions:

Additional Cost and/or Terms and conditions:

PURCHASING DEPARMENT
County of Hidalgo

M E M O R A N D U M

TO: ALL DEPARTMENT HEADS

From: Elena Gomez, Procurement Process Coordinator
Hidalgo County Purchasing Dept.

Date: March 31, 2016

Re: Bid No. 2016-058-03-09-MEG-
Extension on bid opening March 23, 2016
HIDALGO COUNTY "Rental of Heavy Equipment

Attach you will find a copy of the bid tabulation form and copies of all four (4) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; as soon as possible

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Multiple Vendors	Multiple, due to different equipment on bid.

Budget Acct №: 6-1200-431-00-123-005-0-442

Department: Pct #3

Concerns: _____

Joe M. Flores 4/8/14

Authorized Signature Printed Name Date

Zimbra **elena.gomez@co.hidalgo.tx.us**

Re: 2016-058 Rental of Heavy Equipment

From : Robert Zohrer <roberto@npetex.com> Mon, Apr 18, 2016 02:10 PM
Subject : Re: 2016-058 Rental of Heavy Equipment
To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Hi Elena,
thanks for the email. We understand that any contract executed in Texas by two entities registered in Texas are bound to the provisions set forth by Texas state law, so that is not a problem. Amending our contract forms at this time is not feasible as multiple locations are using it and they are ordered and printed in large quantities in batches. If your legal department needs something further, singed or in writing, to address this concern please forward it to me and I'll have our management look at it.

Regarding the insurance we do need to see something regarding the limits of the county's liability coverage, if you can send something over then we should be fine.

Sincerely,

Robert Zohrer

From: Elena Gomez <elena.gomez@co.hidalgo.tx.us>
Sent: Monday, April 18, 2016 11:54 AM
To: Robert Zohrer
Subject: Fwd: 2016-058 Rental of Heavy Equipment

Good Morning,

Our Legal Counsel has reviewed your Rental Agreement and has recommended that you add this language **"to the extent permitted under the Constitution and laws of the state of Texas"** to the following Paragraphs.

Any questions please don't hesitate to call me.

NPE
Paragraph 5 Insurance requirements (County is self insured)
Paragraph 6 has an indemnity provision
Paragraph 9 requires County as lessor to cover Attorney Fees and Court Costs

Respectfully,

Elena Gomez, Procurement Process Coordinator
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

Zimbra **elena.gomez@co.hidalgo.tx.us**

Re: 2016-058 Rental of Heavy Equipment

From : Pedro Hernandez <PHernandez@romco.com> Mon, Apr 18, 2016 12:20 PM

Subject : Re: 2016-058 Rental of Heavy Equipment

To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Ma'am, it will take a while since this will be taken care of at our corporate office. Will do everything possible to get back with this as quickly as possible.

Thank you, so much,

Pedro Hernandez
Equipment Sales

ROMCO Equipment Sales
Office: 956 565-0100
Cell: 956 532-0082
Fax: 956 565-1765
Email: phernandez@romco.com

On Apr 18, 2016, at 11:52 AM, Elena Gomez <elena.gomez@co.hidalgo.tx.us> wrote:

> Good Morning,
>
> Our Legal Counsel has reviewed your Rental Agreement and has recommended that you add this language **"to the extent permitted under the Constitution and laws of the state of Texas".** to the following Paragraphs.
> Any questions please don't hesitate to call me.

Romco
Paragraph 4

Respectfully,

Elena Gomez, Procurement Process Coordinator
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

<Romco Agreement w Legal Counsel Recommendation.pdf>

The information contained in this email is confidential and may contain proprietary information. It is meant solely for the intended recipient. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this, is prohibited and may be unlawful. No liability or responsibility is accepted if information or data is, for whatever reason, corrupted or does not reach its intended recipient. No warranty is given that this email is free of viruses. The views expressed in this email are, unless otherwise stated, those of the author and not those of ROMCO Equipment Company or its management. ROMCO reserves the right to monitor, intercept and block emails addressed to its users or take any other action in accordance with its email use policy

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Hidalgo County
Insurance Change -- HEAVY EQUIPMENT
{To be done within 24 hours of change in status}

Dept Name _____ Date _____

Department Representative: _____

Phone Number: _____

Move ☐

New Dept Name: _____

Old Dept Name: _____

Add ☐ **Change** ☐ **Delete** ☐

Rental ☐

How Long? _____

ATTACH RENTAL CONTRACT

Where acquired heavy equipment? _____

Court award, surplus, purchase, transfer, rent, etc., attach copies of paperwork, including title

Date acquired heavy equipment? _____

Name on Title or Lease: _____

Note: Hidalgo County can insure only heavy equipment where the County has title or is the leasee.

Vehicle ID: Tractor ☐ Truck ☐ Other _____

*** = Required Information**

* Maker of Equipment _____

* Model of Equipment _____ Year _____

* VIN Number / Serial Number _____

License Tag Number _____

(if applied for, write "in process")

County Asset Number (if you have it) _____

* Booked Value of Equipment _____ $

Items installed permanently on the equipment: **If NONE, MARK NONE**

If it's installed on the machine and you want it on insurance, fill this out:

Stenciling _____ Cost $ _____

Built-In Radio, etc. _____ Cost $ _____

Lights Package _____ Cost $ _____

Other added equipment _____ Cost $ _____

(Pumps, sprayers, hoists, welders, etc.)

Type of Insurance Requested:

Liability Only (**Mandatory**) — Do not remove: **X**

Deductible: $50,000 (each accident)

Physical Damage (Full-Coverage) — Do not remove: **X**

Deductible: $25,000 (each accident)

Covers other vehicle & pays for County vehicle after deductible

Note: Always full-coverage on Heavy Equipment

Fax to: Safety Division - 318-2658 **Date Done:** _____

For Use by the Safety Division Only:

Purchasing: Juan Alvarado, Capital Assets - 318-2629 fax **Date Done:** _____

McGriff, Seibels & Williams - (713) 877-8974 fax **Date Done:** _____

Revised 06/22/07

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41523

Date Filed:
04/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nueces Power Equipment
San Benito, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-058-MEG
Heavy Equipment Rental

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ELIZA MOCK
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-25-2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Zohrer, this the 18 day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Eliza Mock — Printed name of officer administering oath | Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41697

Date Filed:
04/18/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Big D Tractor Company, LLC dba Frontera Equipment/ Blue Cat Rentals
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2015-058-03-09-MEG
Heavy Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-54168

Purchasing Department 18.
A. 3.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Roy Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting authority to advertise and approve to auction Abandoned and Unclaimed Items on Auction List #37 as set forth under Texas Code of Criminal Procedure Article 18.17, as detailed on Exhibit "A" attached hereto;
B. Requesting authority to advertise for Abandoned and Unclaimed Items [Palmview Police Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "B" attached hereto;
C. Requesting authority to advertise for Abandoned and Unclaimed Items [La Joya ISD Police Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "C" attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
This will be determined subsequent to auction through proceeds.

Attachments

Exhibit A
Exhibit C
Exhibit B
Article-18-17

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/13/2016 05:17 PM
Budget & Management	Veronica Ortiz	04/14/2016 09:50 AM
Glinda Pacheco	Glinda Pacheco	04/15/2016 02:16 PM

Final Approval	Monica Badillo	04/15/2016 05:22 PM
Form Started By: Roy Garcia		Started On: 04/12/2016 04:31 PM
Final Approval Date: 04/15/2016		

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION #37

PURSUANT TO ARTICLE 18.17 . T.C.C.P. . THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW , THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M. AT (956)-383-8114.

001. Huskee 21' Cutting Blade Lawnmower

002. Silver Visonik Amplifier

003. Duffle bag full of caps

004. Red Poter Cable Air Compressor

005. Red TORO Lawnmower

006. 2 Black Rims

007. Black Recumseh Air Compressor

008. Green Poulan Chainsaw

009. GE Window Air Condition Unit

010. Yard Machine Lawnmower

011. Toro Lawnmower

012. Blue Air Compressor

013. Blue Dolly

014. 32' Dynex Television

015. RCA Wooden TV

016. Black LG Blueray Player

017. Fishing Tackle Box

018. Super Spreader Casting Net

019. 2 Spray Guns

020. 2 Tow Straps

021. Dual Car Stereo

022. Chevrolet Front Grille

023. Sentry Safe

024. Tire Iron

025. Beeman B.B. Gun

026. Daisy B.B. Gun

027. Pink Ozone Girls Bike

028. Red Next Child's Boys bike

029. Red Huffy Boy's Bike

030. Gray Ozone Girl's Bike

031. Green Next Boy's Bike

032. Red huffy Boys Bike

033. Pink Next Girls Bike

034. Red huffy Boys Bike

035. Black / Yellow Mongoose Bike

036. Blue Schwinn Bike

037. Blue Bike with Red Rims

038. Gray Mongoose Bike with Red

039. Gray Pacific Bike with Red Letters

040. Black Thruster Bike

041. Chrome and Blue Murry Bike

042. Luggage Rack for vehicle

043. Black duffle bag with clothing

044. Samsonite Luggage

(with red stripe) with clothing

045. Air Filter Regulator

046. Green Boy’s Ozone Bike

047. Black/Yellow/Red Magna Bike

048. White/Blue Mongoose Bike

049. Beige Next Bike

050. Purple Mongoose Bike

051. Orange Magna Bike

052. White/Blue Trailblazer Bike

053. Green Next Bike

054. Gray/Black/Red Kent Bike

055. Purple Roadmaster Bike

056. Red Huffy Bike

057. Blue Next Bike

058. Blue Chopper Bike

059. Wood Plaque W/Jesus Carving

060. Red Craftsman Shop Vac

061. Gray Naxa Car Stereo

062. Chrome Crossbar Tire Tool

063. Car Jack

064. Car Battery

065. Plastic Craftsman Tool Box with misc/tools

066. Green Brutte 22” Lawnmower

067. White Boss Bike

068. RCA 53” TV

069. 3 Sony Speakers

070. Kareoke Machine

071. Sony 3 Disc Stereo

072. Samsung Flat Screen TV

073. 2 Rolls of Copper Tubing

074. 2 Red Gas Tanks

075. Yellow Bolt Cutters

076. Mitsubishi 25” TV

077. Black DVR

078. Black DVR

079. Black Food Saver

080. Sonic Monitor

081. Shovel

082. Garden Hoe

083. Garden Hoe

084. Axe

085. 4 Tires W/Rims

086. Panasonic Flat Screen TV

087. A/C Window Unit

088. A/C Unit 550 BTU

089. A/C Unit 1800 BTU

090. Speaker Box

091. Horse Saddle

092. Black Reese Gooseneck Hitch

093. Yellow Dolly

094. Box of Weights

095. Briggs & Stratton Lawnmower

096. Yellow Flood Light

097. Red Air Horse

098. Skill Grinder

099. Black Tool Box W/Misc Tools

100. Black Grill

101. Wood Last Supper Frame

102. Large Wood Frame Mirror

103. Black Headache Rack

104. Poulan Green Lawnmower
105. 32” Samsung TV
106. 42” Samsung TV
107. Roll of Copper Wire
108. Roll of Copper Wire
109. 42” LG TV
110. 32” Westinghouse TV W/Remote
111. 10 DVD Movies
112. JVC DVD Player
113. Sony Subwoofer
114. Direct TV Box W/Remote
115. Direct TV Box
116. Orion VHS Player
117. Sony DVD Player
118. Sony VHS Player
119. 5 Gallon Propane Tank (empty)
120. Metal Bowl
121. Metal Stand for Propane Tank

Exhibit “C”

La Joya I.S.D. Police Department

Pursuant to Article 18.17 of the Texas Code of Criminal Procedure, La Joya I.S.D. Police Department, with the assistance of the Hidalgo County Purchasing Department, is hereby given notice to owners of the abandoned and unclaimed property listed below, that if such property is not claimed within THREE (3) MONTHS from the date of this Publication, such Property will be deposit into the treasury of the County.

The property will not be returned to an individual without proof of ownership. Anyone who believes his or her property may have been recovered by the La Joya I.S.D. Police Department should contact the department, Monday through Friday, 8:00am to 5:00pm at (956)323-2041.

1) **Currency/Money**

Exhibit “B”

Palmview Police Department

Pursuant to Article 18.17 of the Texas Code of Criminal Procedure, Palmview Police Department, with the assistance of the Hidalgo County Purchasing Department, is hereby given notice to owners of the abandoned and unclaimed property listed below, that if such property is not claimed within THREE (3) MONTHS from the date of this Publication, such Property will be deposit into the treasury of the County.

The property will not be returned to an individual without proof of ownership. Anyone who believes his or her property may have been recovered by the Palmview Police Department should contact the department, Monday through Friday, 8:00am to 5:00pm at (956)423-0303.

1) **Currency/Money**

Art. 18.17. DISPOSITION OF ABANDONED OR UNCLAIMED PROPERTY. (a) All unclaimed or abandoned personal property of every kind, other than contraband subject to forfeiture under Chapter 59 of this code and whiskey, wine and beer, seized by any peace officer in the State of Texas which is not held as evidence to be used in any pending case and has not been ordered destroyed or returned to the person entitled to possession of the same by a magistrate, which shall remain unclaimed for a period of 30 days shall be delivered for disposition to a person designated by the municipality or the purchasing agent of the county in which the property was seized. If a peace officer of a municipality seizes the property, the peace officer shall deliver the property to a person designated by the municipality. If any other peace officer seizes the property, the peace officer shall deliver the property to the purchasing agent of the county. If the county has no purchasing agent, then such property shall be disposed of by the sheriff of the county.

(b) The county purchasing agent, the person designated by the municipality, or the sheriff of the county, as the case may be, shall mail a notice to the last known address of the owner of such property by certified mail. Such notice shall describe the property being held, give the name and address of the officer holding such property, and shall state that if the owner does not claim such property within 90 days from the date of the notice such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county giving the notice.

(c) If the property has a fair market value of $500 or more and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff, as the case may be, shall cause to be published once in a paper of general circulation in the municipality or county a notice containing a general description of the property held, the name of the owner if known, the name and address of the officer holding such property, and a statement that if the owner does not claim such property within 90 days from the date of the publication such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county disposing of the property. If the property has a fair market value of less than $500 and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff may sell or donate the property. The person designated by the municipality, the purchasing agent, or the sheriff shall deposit the sale proceeds, after deducting the reasonable expense of keeping the property and costs of the sale, in the treasury of the municipality or county selling or donating the property.

(d) The sale under this article of any property that has a fair market value of $500 or more shall be preceded by a notice published once at least 14 days prior to the date of such sale in a newspaper of general circulation in the municipality or county where the sale is to take place, stating the general description of the property, the names of the owner if known, and the date and place that such sale will occur. This article does not require disposition by sale.

AI-54254

Purchasing Department 18.
A. 4.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of Hidalgo County's approved current pool of Engineers for HCCC nomination of at least three (3) firms specializing in the Civil Discipline for the purpose of following the selection protocol [nominate, select grading committee, present scoring grid to rank, authorize negotiation for eventual engagement] in connection with Off-Site Services necessary for a New Hidalgo County Courthouse Project Development including, but not limited to, the following: Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geo-Technical/Construction Materials Testing, Right-of-Way Acquisition Services, PS&E [Plans-Schematics & Estimates] Designs and Construction Inspection Services for the Roadway and Drainage Improvements associated with the Business 281/SH 107 Intersection affecting the new courthouse project;
1._____;
2._____;
3._____;
B. Designation of "Committee" to Score and Evaluate the nominated firms.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No immediate fiscal impact until HCCC authorizes the commencement of negotiations for a successful final engagement agreement.

Attachments

2016-002-ENGINEERS-AREA OF SPECIALIZATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 04:49 PM

Budget & Management	Veronica Ortiz	04/15/2016 04:50 PM
Glinda Pacheco	Glinda Pacheco	04/15/2016 04:56 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Marty Salazar Started On: 04/15/2016 03:39 PM

Final Approval Date: 04/15/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2016-002-02-17-YZV**
RFQ ACCEPTANCE DATE: **FEBRUARY 17, 2016**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: _MARCH 16, 2016_ through _March 15, 2017

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	SDI ENGINEERING, LLC	√						√	
#02	COOK-JOYCE, INC	√				√			√-LANDFILL
#03	QUINTANILLA-HEADLEY & ASSOCIATES	√						√	
#04	IZAGUIRRE ENGINEERING GROUP, LLC	√				√		√	
#05	CRUZ-HOGAN CONSULTANTS, INC	√				√			
#06	RIO DELTA ENGINEERING	√							
#07	UNINTECH CONSULTING ENGINEERS	√	√					√	
#08	SIGLER, WINSTON, GREENWOOD (SWG ENGINEERS), LLC	√				√			
#09	LANT TECH, INC	√						√	
#10	R.E. GARCIA & ASSOCIATES	√				√		√	
#11	ENTECH CIVIL ENGINEERS, INC	√	√			√		√	
#12	INTERNATIONAL CONSULTING ENGINEERS (ICE)	√	√	√		√	√	√	
#13	JAVIER HINOJOSA ENGINEERING	√						√	
#14	TEDSI INFRASTRUCTURE GROUP	√						√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2016-002-02-17-YZV**
RFQ ACCEPTANCE DATE: **FEBRUARY 17, 2016**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2016 through March 15, 2017

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#15	DBR SERVICE			√	√		√		
#16	ARANDA & ASSOCIATES, INC	√	√						
#17	DANNENBAUM ENGINEERING & SURVEYING, INC	√	√			√		√	
#18	HALFF ASSOCIATES, INC	√	√	√	√	√	√	√	
#19	GUZMAN & MUÑOZ ENGINEERING & SURVEYING, INC	√						√	
#20	BUILDING TRANSPORTATION INFRASTRUCTURE (BTI) INC	√				√		√	
#21	CHANIN ENGINEERING, LLC		√						
#22	M. GARCIA ENGINEERING, LLC	√							
#23	STRADA GROUP	√	√	√	√	√	√	√	
#24	TERRACON CONSULTING ENGINEERS & SCIENTIST	√				√			
#25	B2Z ENGINEERING, LLC	√	√					√	
#26	CORTRAN ENGINEERING, PLLC	√	√			√		√	√-Traffic Engineering √-Roadway Design √-Hydrology & Hydraulics
#27	SOUTH TEXAS INFRASTRUCTURE GROUP LLC	√						√	
#28	PEREZ CONSULTING ENGINEERS	√							

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2016-002-02-17-YZV**
RFQ ACCEPTANCE DATE: **FEBRUARY 17, 2016**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2016 through March 15, 2017

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#29	LNV ENGINEERS	√	√	√	√	√	√	√	
#30	S & B INFRASTRUCTURE, LTD	√	√	√	√	√	√	√	
#31	URBAN INFRASTRUCTURE	√		√		√			
#32	R. GUTIERREZ ENGINEERING CORP	√							
#33	LEFEVRE ENGINEERING	√				√		√	
#34	PEÑA ENGINEERING, LLC	√							
#35	FULCRUM CONSULTING SERVICES	√	√	√	√	√	√	√	
#36	HINOJOSA ENGINEERING, INC	√	√						
#37	L & G CONSLTING ENGINEERS, INC	√	√			√		√	
#38	MELDEN & HUNT, INC	√							
#39	RABA KISTNER					√			√-Building Envelope √-Construction Materials Testing √-Geotechnical Eng.
#40	CSJ GROUP	√							
#41									
#42									

AI-53674

Purchasing Department 18.
B. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandy Suarez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of Sole Bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct No. 1 - "Lease of Parcel for Citizen Collection Site in Donna" through project No.: 2016-051-02-24-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was review and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-121-001-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Pct 1 - $ 7,655.60 as of 04/04/16

Attachments

Recommendation-Tab etc
contract
Comparison Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/06/2016 02:26 PM
Budget & Management	Veronica Ortiz	04/07/2016 09:00 AM
Glinda Pacheco	Glinda Pacheco	04/14/2016 09:02 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Sandy Suarez Started On: 03/03/2016 03:46 PM
Final Approval Date: 04/15/2016

MEMORANDUM

To: **Honorable AC Cuellar, Jr.**
H.C. Commissioner Pct. 1

Attn: Raul Lozano/Katia Garcia

From: Sandy Suarez
Purchasing Dept., Buyer II

Date: February 24, 2016

RE: Bid No. 2016-051-02-24-SGS
"Lease of Parcel for Citizen Collection Site in Donna"

We received a sole (1) response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet & Bid page for your review and recommendation/non-recommendation. Please review and reply with your recommendation.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-292-7612 or via email to me sandy.suarez@co.hidalgo.tx.us , by no later than **March 01, 2016 @ 10:00 A.M.** in order to place this on the agenda for the next proposed Commissioner's Court Meeting,

If you should have any questions or need additional information please contact me at (956) 318-2626 x 4860

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Richard Cons	sole response
ACCOUNT: 6-1100-432-00-121-001-0-441 :	

Mari Gutierrez 3/2/16

Authorized Signature | Printed Name | Date

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: February 24, 2016	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB- "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"

BID NO: 2016-051-02-24-SGS

RFB#	NAME OF COMPANY	COST
#01	**Richard Cohrs** **Donna, TX. 78537**	**Location:** South of 493 and Mile West, **Donna,Tx $ 450.00** per month

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO 1
"LEASE PARCEL FOR CITITZEN COLLECTION SITE IN DONNA"
RFB NO.: 2016-051-02-24-SGS

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas $ 450 00/XX

➢ **Location A:** Existing Current Location (Same)
Property ID and/or
Geographical ID: 26°07'32.02"N 98°02'36.81"W

Legal Description of Property (include copy): ½ Acre out of the North East Corner Block 31 Lot 1 La Donna Subdivision

(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Richard Cothrs

ADDRESS: PO Box 698

CITY/STATE/ZIP CODE: Donna Tx 78537

PHONE & FAX NO'S: (956) 464-5385 PH (956) 464-3841 FAX

CELLULAR No. (956) 369-0345

EMAIL ADDRESS: Jvoncordes@AOL.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Richard Cothrs

TITLE Owner

OPENED
9:33 2-24-16

Witnessed

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-25037

Date Filed:
03/11/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Richard Cohrs
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-051-02-24-SGS
Lease Parcel for Citizen Collection Station Site in Donna, Tx

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

JAVIER GARCES, JR.
MY COMMISSION EXPIRES
November 15, 2017

AFFIX NOTARY STAMP / SEAL ABOVE

Richard N. Cohrs
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard N. Cohrs, this the 11th day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Javier Garces Jr. | Printed name of officer administering oath | Notary | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-25037

Date Filed:
03/11/2016

Date Acknowledged:
03/16/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Richard Cohrs
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-051-02-24-SGS
Lease Parcel for Citizen Collection Station Site in Donna, Tx

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: February 00, 2016 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Lease of Parcel For Citizen Collections Site in Donna"
BID NO.: 2016-051-02-24-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Ray Jones	BML	Sandy Suarez	02/09/16	PO Box 565 Mercedes, Tx 78570 454-6332 rcjones@netzero.net
2. Richard Cohrs/Grace	BML	Sandy Suarez	02/08/16	PO Box 698 Donna, Tx 78537 464-5385 jvoncordes@aol.com / crgoffice@aol.com
3. . Bic Realty Attn: Belinda Menchaca	BML	Sandy Suarez	02/09/16	3910 W. Freddy Gonzalez Edinburg, TX. 78539 P# 956-383-6295 F# 956-381-1176 bmenchaca@bicinvestments.com
4. GBB Rentals, LTD Attn: Enrique Garza	BML	Sandy Suarez	02/09/16	5310 Garret Road Harlingen, TX. 78552 956-551-7664 F# 956-447-9198 egarza@bibisicorp.com
5. Economic Develop. Corp Attn: Luis	BML	Sandy Suarez	02/09/16	817 S. Alamo Rd. Alamo, 78516 227-9919 luishess@hessair.com
6. Alamo Drugs Raul Medina	BML	Sandy Suarez	02/09/16	427 Durante Ave. Alamo, TX. 78516 783-1204 alamodrugs@gmail.com
7.				
8.				
9.				
10.				
11.				

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)** **FACSIMILE (FAX)**
BIDDER LIST MAIL OUT (BLM) **E-MAIL (EM)**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-16-051-04-19

THIS LEASE (the "Lease") is made on this **19th** day of **April, 2016**, by and between Richard Cohrs, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and The County of Hidalgo, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessee submitted a bid in response to the Notice of Bid in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (Lessess's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"). Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A-1", attached hereto for the purpose of establishing citizen collection sites (the "Citizen Collection Site") within certain areas of Hidalgo County Precinct One. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period of **one (1) year** commencing on **April 19, 2016** (as hereinafter defined) and ending on **April 18, 2017** (as hereunder defined) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2)-one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term if Lessee desires to renew for the renewal period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.4; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the other party thirty (30) days written notice. Upon Lessee electing to terminate, this Lease shall cease and come to an end as if the day of the termination election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to the product of **Four Hundred Fifty Dollars ($450.00)** per month, of the Premises as described in Exhibit B. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by the number of calendar days in the month, and multiplying the result by the number of days remaining in the month that includes the Commencement.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor in such location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for landfill transfer and any other lawful purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

OMIT

ARTICLE 5. UTILITIES

Intentionally Deleted

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that

Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease provide, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and

smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and

maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and

reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding paragraph, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

Default by Lessor

12.3 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall

remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Richard Cohrs
P.O. Box 698
Donna, Texas 78537

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental

authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 2016.

LESSOR:

By:_____
Richard Cohrs, Owner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSEE:

_____
Ramon Garcia, County Judge

EXHIBIT "A"
RFB PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 8, 2016

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"
RFB No: ***2016- 051-02-24-SGS***

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

We have **updated our RFB packet**. Carefully read and review all instructions, requirements, and specifications included in this packet.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

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HIDALGO COUNTY PRECINCT 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"
RFB NO: 2016-051-02-24-SGS

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3.	Request for Bid, Legal Notice	9
4.	Exhibit A, Specifications/Requirements	2
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9.	Vendor/Bidder Application and W-9 form	6
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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 08, 2016
Date

Bid No: 2016-051-02-24-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(PRECINCT No. 1)

"LEASE OF PARCEL FOR CITIZENS COLLECTION SITE IN DONNA"

BID OPENING DATE:

FEBRUARY 24, 2016

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

Bid No: 2016-051-02-24-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(PRECINCT No. 1)

"LEASE OF PARCEL FOR CITIZENS COLLECTION SITE IN DONNA"

BID OPENING DATE:

FEBRUARY 24, 2016

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1 – "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2016-051-02-24-SGS - HIDALGO COUNTY PRECINCT NO. 1 – "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 24, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS- 2016-051-02-24-SGS- HIDALGO COUNTY PRECINCT NO. 1 – "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number or Contract Number (if any)
  d) Notation - **HIDALGO COUNTY PRECINCT NO. 1 – "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA".**

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 1
Attn: Katia Garcia
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 24, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected

official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest-

. Effective January 1, 2016, 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-1**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed FORM CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (i.e. 2016-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in this packet as EXHIBIT "D-2". This is to inform all prospective Vendors of the new statute (HB23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY.
Should you have any questions regarding HB23, (Form CIS) please direct yourself and/or consult with your Legal Counsel.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB)- Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
For
HIDALGO COUNTY PRECINCT NO. 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"

BID NO.: 2016-051-02-24-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY PRECINCT NO. 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"
RFB NO.: 2016-051-02-24-SGS

SCOPE OF SERVICES:
The County Of Hidalgo is accepting sealed bids to lease one parcel of land for Hidalgo County Precinct NO. 1 for the purpose of establishing citizen collections site in Donna including, but not limited to the following:

SPECIFICATIONS

1. Property Locations within the areas of:
    a. South of FM 493 and Mile West, Donna, Texas

2. Lease must be on a monthly basis.

3. Owner must submit copy of property insurance.

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for Lease of Parcel for Citizen Collection Site: One (1) in Donna for Hidalgo County Precinct No 1.

2. Hidalgo County is requesting that all interested vendor(s) submitting bids for the project, **must provide the following:**

    a. Property ID number and/or Geographical ID number;
    b. Legal description, as listed in your local Hidalgo County Appraisal District for proposed property;

3. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by

Lessor's for repair and restoration purpose.

8. Vendor must submit and maintain all proper insurances for the duration of contract term. (refer to EXHIBIT C).

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

TERM: The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year under the same rates, terms and conditions.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL to: sandy.suarez@co.hidalgo.tx.us , NO LATER THAN Wednesday, February 17, 2016 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or via email by no later than Friday, February 19, 2016 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO 1
"LEASE PARCEL FOR CITITZEN COLLECTION SITE IN DONNA"
RFB NO.: 2016-051-02-24-SGS

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas **$** _____

- **Location A:**

Property ID and/or
Geographical ID: _____

Legal Description of Property (include copy): _____

_____

_____

(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR No. _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. **Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

THIS LEASE (the "Lease") is made on this ____day of _____, 2016, by and between _____, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto for the purpose of establishing citizen collection sites (the "Citizen Collection Site") within certain areas of Hidalgo County Precinct One. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

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ARTICLE 1. TERM

Term of Lease

1.1. Except as otherwise herein provided, the term of this Lease shall be for a period of one (1) year commencing on _____, 20___ (as hereinafter defined) and ending on _____, 20____(as hereunder defined) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2)-one (1) year terms. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term if Lessee desires to renew for the renewal period. Any renewal or extension of this Lease shall be on the same terms and conditions

as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the other party thirty (30) days written notice. Upon Lessee electing to terminate, this Lease shall cease and come to an end as if the day of the termination election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

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ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to the product of $_____($_____) dollars per month, of the Premises as described in Exhibit B. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by the number of calendar days in the month, and multiplying the result by the number of days remaining in the month that includes the Commencement.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor Address in such location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for landfill transfer and any other lawful purposes.

Waste, Nuisance, or Illegal Use

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3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

OMIT

ARTICLE 5. UTILITIES

Intentionally Deleted

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises.

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Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease provide, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants

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and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease, or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

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ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate

written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

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11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease for any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in

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addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding paragraph, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

Default by Lessor

12.3 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

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Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

14.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

14.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 15. MISCELLANEOUS

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Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

15.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

15.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

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Prior Agreements Superseded

15.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or

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Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 20__.

LESSOR:

By:_____

ATTEST:

LESSEE:

_____
Arturo Guajardo, Jr., County Clerk

_____
Ramon Garcia, County Judge

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EXHIBIT "A-1"
PROPERTY DESCRIPTION

½ Acre out of the North East Corner
Block 31 Lot 1 La Donna Subdivision Hidalgo County Texas
(see attached meets and bounds of property description)

EXHIBIT "A"

Lots 1, 2 and 4, Block 24, the South 10.0 acres of Lot 2 and all of Lots 1, 3, and 4, Block 31, LA DONNA PLAT SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 1, page 51, Map Records of Hidalgo County, Texas and a part of THE BROWNE TRACT, Hidalgo County, Texas, according to map thereof recorded in Volume 0, Page 48, Map Records of Hidalgo County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 2, Block 24, for the most Northerly Northwest corner of the following described tract of land; said point being the intersection of F.M. Road #493 and a 40 foot County road;

THENCE, with the North line of Lots 2 and 1, Block 24, in County road, South 89 degrees 53 minutes East, at 40.0 feet pass the East line of F.M. #493, at 1320.0 feet pass an iron rod at the common North corner between Lots 2 and 1, and at 2640.0 feet an iron rod set at the Northeast corner of Lot 1, Block 24, for the Northeast corner hereof;

THENCE, with the East line of Lots 1 and 4, Block 24 and Lots 1, Block 31, in County Road, South 0 degrees 07 minutes West, at 1320.0 feet pass the common East corner between Lots 1 and 4, Block 24, at 2640.0 feet pass an iron rod set at the common East corner between Lots 4, Block 24 and Lot 1, Block 31 and at 3960.0 feet an iron rod set at the Southeast corner of Lot 1, Block 31, for the most Northerly Southeast corner hereof;

THENCE, with the South line of Lot 1, Block 31, and its Westerly projection, North 89 degrees 53 minutes West, 389.6 feet to an iron rod set at the Northeast corner of Lot 4, Block 31, for an interior corner hereof;

THENCE, with the East line of Lot 4, Block 31, South 0 degrees 05 minutes West, at 1300.0 feet pass an iron pin set on the North line of County Road and at 1320.0 feet the Southeast corner of said Lot 4, for the most Southerly Southeast corner hereof;

THENCE, with the South line of Lots 4 and 3, Block 31, in County Road, North 89 degrees 53 minutes West, at 935.0 feet pass the common South corner between said Lots, at 2215.0 feet pass the East line of F.M. #493 and at 2255.0 feet the Southwest corner of Lot 3, for the most Southerly Southwest corner hereof;

THENCE, with the West line of Lots 3 and 2, Block 31, in F.M. Road #493, North 0 degrees 07 minutes East, at 1320.0 feet pass the common West corner between said Lots and at 1650.0 feet the Northwest corner of the South 10.0 acres of Lot 2, for the most Southerly Northwest corner hereof;

THENCE, with the West line of the South 10.0 acres of Lot 2 and the South line of Balli Subdivision No. 2, recorded in Volume 17, Page 36, Map Records, South 89 degrees 53 minutes East, at 40.0 feet pass an iron rod set on the East line of F.M. #493 and at 1320.0 feet an iron rod set on the West line of Lot 1, Block 31, for an interior corner hereof;

THENCE, with the West line of Lot 1, Block 31, and Lot 4, Block 24, North 0 degrees 07 minutes East, at 990.0 feet pass the common West corner between said lots and at 2310.0 feet an iron pin set at the Southeast corner of Lot 2, Block 24, for an interior corner hereof;

THENCE, with the South line of Lot 2, Block 24, North 89 degrees 53 minutes West, at 1280.0 feet pass an iron rod on the East line of F.M. #493 and at 1320.0 feet the Southwest corner of said Lot 2, for the most Northerly Southwest corner hereof;

THENCE, with the West line of Lot 2, Block 24, in F.M. #493, North 0 degrees 07 minutes East, 1320.0 feet to the PLACE OF BEGINNING and containing 238.33 acres of land, more or less.

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO 1
"LEASE PARCEL FOR CITITZEN COLLECTION SITE IN DONNA"
RFB NO.: 2016-051-02-24-SGS

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas $ 450 00/xx

➢ **Location A:**
Property ID and/or
Geographical ID: 26°07'32.02"N 98°02'36.81"W

Legal Description of Property (include copy): 1/2 Acre out of the North East Corner Block 31 Lot 1 La Donna Subdivision

(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Richard Cothrs

ADDRESS: PO Box 698

CITY/STATE/ZIP CODE: Donna Tx 78537

PHONE & FAX NO'S: (956) 464-5385 PH (956) 464-3841 FAX

CELLULAR No. (956) 369-0345

EMAIL ADDRESS: Jvoncordes@AOL.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Richard Cothrs

TITLE Owner

OPENED
4:33 2-24-16

Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2015

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: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : American States Ins. Co. of Texas
INSURED Richard Cohrs P O Box 639 Donna TX 78537	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 15-16 GL 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ X Farm & Rnch GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			04-FR-007136-4	5/14/2015	5/14/2016	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 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: South of Business 83 Beetween Alamo & Victoria Rd Donna, TX --2,100 Acres

CERTIFICATE HOLDER

Hidalgo County Purchasing Department

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

Richard Garza/MIN

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Lease Agreement-Lease Parcel for Citizen Collection Site in Donna

---

From : Steve Crain <scrain@atlashall.com> Mon, Apr 04, 2016 08:07 AM

Subject : RE: Lease Agreement-Lease Parcel for Citizen Collection Site in Donna

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The lease is OK.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, April 01, 2016 3:50 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Subject: Lease Agreement-Lease Parcel for Citizen Collection Site in Donna

Mr. Crain;
Attached for your review/approval is the proposed lease agreement for the provision of "Lease Parcel for Citizen Collection Site in Donna" so as to proceed in placing an agenda item for Commissioners Court date of April 19, 2016 for the approval of award/contract.

Appreciate your assistance.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: February 24, 2016	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB- "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE IN DONNA"

RFB NO: 2016-051-02-24-SGS

Current Contract/ Location	Cost Per Month	Purposed Vendor / Location	Cost Per Month	Difference Per Month
2012-190A	$400.00	2016-051	$ 450.00	$ 50.00
Richard Cohrs Donna, TX.		Richard Cohrs Donna, TX.		

AI-54255

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis):

	TERRACON CONSULTANTS, INC.	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)	EARTH CO.
EVALUATOR NO. 1	94	90	89
RANKING			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Pct 2 will identify account number upon contract approval.

ON AN AS NEEDED BASIS

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 04:52 PM
Budget & Management	Veronica Ortiz	04/15/2016 04:52 PM
Merlen P. Munoz	Veronica Ortiz	04/15/2016 04:56 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Rocio Villarreal Started On: 04/15/2016 03:46 PM
Final Approval Date: 04/15/2016

HIDALGO COUNTY PRECINCT NO 2

FOR

Construction Materials & Geo Technical Testing Services

Scoring & Evaluation

GRID

Total Scores	**Terracon Consultants, Inc.**	**Professional Service Industries, Inc. (PSI)**	**Earth Co.**
Evaluator# 1	94	90	89
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

Purchasing Department 18. C. 2.

AI-54250

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis).

	PROFESSIONAL SERVICE INDUSTRIES (PSI), INC	TERRACON CONSULTANTS, INC.	MILLENNIUM ENGINEERS GROUP, INC.
EVALUATOR NO. 1	90	94	96
RANKING			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PCT 2 WILL IDENTIFY FUNDING SOURCE ONCE CONTRACT IS APPROVE.

ON AS AN NEEDED BASIS

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 04:51 PM
Budget & Management	Veronica Ortiz	04/15/2016 04:51 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM
Form Started By: Rocio Villarreal		Started On: 04/15/2016 03:09 PM

Final Approval Date: 04/15/2016

HIDALGO COUNTY PRECINCT NO 2

FOR

Construction Materials & Geo Technical Testing Services

Scoring & Evaluation

GRID

Total Scores	**Professional Service Industries, Inc. (PSI)**	**Terracon Consultants, Inc.**	**Millennium Engineers Group, Inc.**
Evaluator# 1	90	94	96
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-54217

Purchasing Department 18.
D. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-14-364-05-05] with L&G Consulting Engineers, Inc., dba, L&G Engineering, professional services for, "Mile 2 North Reconstruction (from SH 364 to Moorefield Road)" to revise the termination date of May 5, 2016 to May 5, 2017 thus completing the scope of services for project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
NO BUDGETARY IMPACT

FISCAL YEAR:	2016	ACCT. #:	6-1XXX-431-00-123-094-0-XXX
FUNDS AVAILABLE Y/N?:	NA	MATCHING FUNDS Y/N?:	NA

BUDGETARY IMPACT:
No fiscal impact; contract extension only.

Attachments

Supplemental No. 1
Form 1295
Form 1295-Acknowledged

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 04:50 PM
Budget & Management	Veronica Ortiz	04/15/2016 04:50 PM

Merlen P. Munoz	Merlen P. Munoz	04/15/2016 04:59 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Rocio Villarreal Started On: 04/14/2016 03:36 PM

Final Approval Date: 04/15/2016

L&G Engineering
Transportation Consultants

April 14, 2016

The Honorable Joe M. Flores
Commissioner, Hidalgo County Pct. No. 3
724 N. Breyfogle
Mission, Texas 78572

RE: Mile 2 North Roadway Reconstruction Project
Limits: from SH 364 (La Homa) to Moorefield Road
Contract No.: C-14-364-05-05

Dear Commissioner Flores:

Attached for your review and approval is Supplemental No. 1 to the Main Agreement that was awarded to L&G Engineering on May 5, 2015 for the Mile 2 North Roadway Reconstruction Project.

This Supplemental is needed in order to extend the original agreement termination date of May 5, 2016 for an additional year in order to complete the scope of work currently in process for this contract.

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L& G ENGINEERING

for Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-14-364-05-05

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **L&G Consulting Engineers Inc,** d/b/a **L&G Engineering**, professional engineers of Mercedes, Texas, hereinafter called the **"Engineer".**

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 5th day of May, 2015 concerning professional engineering services for the "Mile 2 North Reconstruction (from SH 364 to Moorefield Road) project for Hidalgo County Precinct No. 3; and,

WHEREAS, Article 3 of the Agreement, Period of Service, establishes this agreement shall terminate on the earlier of May 5, 2016 or upon completion of the projects, unless extended by written supplemental agreement; and,

WHEREAS, it has become necessary to amend the Agreement for Professional Services, to extend the termination date.

A. AGREEMENT

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Article 3 of the Agreement, Section 3.1 Termination Date, is revised to extend the termination date of May 5, 2016 to **May 5, 2017** for a total of one (1) additional year in order to complete the scope of services for this project.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2016.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Ramon Garcia, County Judge

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41010

Date Filed:
04/15/2016

Date Acknowledged:
04/15/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-14-364-05-05
Mile 2 North Reconstruction Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41010

Date Filed:
04/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-14-364-05-05
Mile 2 North Reconstruction Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARIE C. BUSTAMANTE
Notary Public, State of Texas
My Commission Expires
April 14, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jacinto Garza, this the 15th day of April, 20 16, to certify which, witness my hand and seal of office.

Marie C. Bustamante | Marie C Bustamante | Asst. Admin.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-54215

Purchasing Department 18.
E. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yvette Salinas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and approval of the following options/actions as recommended by project engineer, LeFevre Engineering & Management Consulting, LLC for Hidalgo County Precinct No. 4 RFB No. 2016-115-03-03-MSS “Construction of Parking lot at San Carlos CRC and Sunflower Park” Pct. No. 4:

a. Rescind contract awarded to Gomez Paving, LLC, dba South Texas Paving on 04-05-16 (in the amount of $150,900.00) due failure to comply with the insurance requirements;

b. Award of bid to the next lowest responsible bidder meeting all specifications GNH Company, LLC in the amount of $172,000.00 subject to compliance with HB 23 and/or HB1295 [when and/if applicable];

c. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesus "Jesse" Ozuna, to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-419-40-124-123-0-740
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available through Req# 296205

Attachments

eng ltr of recm
b tab
ai req 54215

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 10:15 AM
Budget & Management	Veronica Ortiz	04/15/2016 11:46 AM
Glinda Pacheco	Glinda Pacheco	04/15/2016 02:26 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Yvette Salinas Started On: 04/14/2016 02:12 PM

Final Approval Date: 04/15/2016

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

April 12, 2016

Comm. Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Re: Hidalgo County Precinct No. 4 – Construction of Parking Lot at San Carlos CRC and Sunflower Park.

Dear Commissioner Palacios:

Recommendation to rescind the action taken by County Commissioner's Court of awarding the lowest bidder due to failure to comply with the insurance requirements required by the County of Hidalgo, and recommend to award to the second lowest bidder.

The second lowest base bid was submitted by GNH Company, LLC of Alamo, Texas, in the amount of $172,000.00. Therefore, we recommend that this project be awarded to GNH Company, LLC in the amount of $172,000.00.

Please call our office should you have any questions on the enclosed information.

Sincerely,

Emigdio "Milo" Salinas, P.E.
Senior Project Engineer

FINAL BID TABULATION
FOR
Hidalgo County Precinct No.4 - Construction of Parking Lot at San Carlos CRC
and Sunflower Park

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5	
				Gomez Paving, LLC		GNH Company, LLC		M.J.A. Construction, LLC		RG Enterprises, LLC		Prodigy Construction Management, LLC	
P159 Construction of Parking Lot at San Carlos CRC and Sunfower Park													
				General Project									
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage	LS	1	$ 10,000.00	$ 10,000.00	$ 3,200.00	$ 3,200.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 7,650.00	$ 7,650.00
	Total General Project			**$**	**10,000.00**	**$**	**3,200.00**	**$**	**5,000.00**	**$**	**10,000.00**	**$**	**7,650.00**
				Construction of Parking Lot at San Carlos CRC and Sunfower Park									
2-1	Furnish and Install Parking Lot and Electrical Lighting at San Carlos CRC and Sunflower Park as per plans and specifications (2950 SY of Aspahlt as per pavements section, 4250 SF of Concrete Sidewalk, 97 SY of Concrete Apron, Curb & Gutter, 133 LF of 18" RCP w/ Concrete Sloped Headwalls, Dumpster Enclosure Etc.)	LS	1	$ 140,900.00	$ 140,900.00	$ 168,800.00	$ 168,800.00	$ 177,216.10	$ 177,216.10	$ 184,000.00	$ 184,000.00	$ 247,350.00	$ 247,350.00
	P159 Hidalgo County Precinct No. 4 - Construction of Parking Lot at San Carlos CRC and Sunflower Park			**$**	**140,900.00**	**$**	**168,800.00**	**$**	**177,216.10**	**$**	**184,000.00**	**$**	**247,350.00**
	TOTAL BASE BID PRICE			***$***	***150,900.00***	***$***	***172,000.00***	***$***	***182,216.10***	***$***	***194,000.00***	***$***	***255,000.00***

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: Letter of Recommendation- Construction of Parking Lot at San Carlos CRC and Sunflower Park

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Thu, Apr 14, 2016 02:19 PM
3 attachments

Subject : Re: Letter of Recommendation- Construction of Parking Lot at San Carlos CRC and Sunflower Park

To : yvette salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : The Honorable Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, martha salazar <martha.salazar@co.hidalgo.tx.us>, Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Good Afternoon Yvette,
Pleaser proceed in placing the following item on agenda, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Hector Moreno" <hector@lefevregroup.net>

To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>

Cc: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>, "Emigdio Salinas" <milo@lefevregroup.net>, "Richard LeFevre" <richard@lefevregroup.net>

Sent: Tuesday, April 12, 2016 2:35:22 PM

Subject: Letter of Recommendation- Construction of Parking Lot at San Carlos CRC and Sunflower Park

Good afternoon Ms. Lucio,

Please see attachments of Letter of Recommendation and Bid Tabulation for the Hidalgo County Pct. No. 4 – Construction of Parking Lot at San Carlos CRC and Sunflower Park project.

Please feel free to call our office if you have any questions.

Thank you,
Hector Moreno

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

image003.jpg
7 KB

P159 Letter of Recommendation.pdf
245 KB

P159 Bid Tab.pdf
90 KB

AI-54179

Purchasing Department 18. E. 2.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information
CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services";**

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to **Professional Engineering Services** for: **"On Call" "Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Firms	Halff & Associates, Inc.	International Consulting Engineers	Unintech Consulting Eng., Inc.
Scores	98	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of an **"On Call"- Engineering Services** for: **"Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services";**

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of **Appraisal Firms** in connection to **Professional Appraisal Services** for an: **"On Call" Appraisal Services** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL FIRMS:

Firms	Leonel Garza, Jr. & Associates, Inc.	Valbridge Property Advisors	The Real Estate Center
Scores	96	93	91

Ranking			

f. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of **"On Call"-Appraisal Services** for projects located within **Hidalgo County Precinct 4**, with the No. 1 ranked firm _____ .

g. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services"**;

h. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Appraisal Firms in connection to Professional Appraisal Services for an: **"On Call" Appraisal Review Services** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL REVIEW FIRMS:

Firms	Professional Appraisal Services, Inc.	Valbridge	Leonel Garza, Jr. & Associates, Inc.
Scores	97	93	95
Ranking			

i. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of **"On Call"-"Appraisal Review Services"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

BACKGROUND
GRID-ENGINEERING SERVICES
GRID-APPRAISAL SERVICES
GRID-APPRAISAL REVIEW SERVICES
MEMO REQUEST BY PCT 4

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will be appropriated as needed on a per project basis under a Work Authorization for the Engineering Services Agreement and through a "Purchase Order" for every Appraisal and/or Appraisal Review Services (on an as needed basis).

Attachments

GRID-Score & Ranking of Firms-On Call-Engineering Servcies-Pct 4
GRID-Score & Ranking of Firms-On Call-Appraisal Servcies-Pct 4
GRID-Score & Ranking of Firms-On Call-Appraisal Review Servcies-Pct 4
Memo Request by Pct 4-On Call Prof Svcs
CIS-Halff
CIS-International

CIS-Leonel
CIS-Professional
CIS-Real-Estate
CIS-Unintech
CIS-Valbridge
CIS
CIS
CIS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/15/2016 03:38 PM
Budget & Management	Veronica Ortiz	04/15/2016 03:42 PM
Glinda Pacheco	Glinda Pacheco	04/15/2016 04:53 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Letty Saenz Started On: 04/13/2016 12:15 PM
Final Approval Date: 04/15/2016

PROFESSIONAL ENGINEERING SERVICES

for

“ON CALL”

"Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings“located within

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	HALFF ASSOCIATES, INC.	INTERNATIONAL CONSULTING ENGINEERS	UNINTECH CONSULTING ENGINEERS, INC.
Evaluation	98	95	93
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

PROFESSIONAL APPRAISAL SERVICES
for
“ON CALL”
"APPRAISAL SERVICES” within
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

APPRAISAL FIRMS

Total Scores	LEONEL GARZA, JR. & ASSOICATES, LLC	VALBRIDGE PROPERTY ADVISORS	THE REAL ESTATE CENTER
Evaluation	96	93	91
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

PROFESSIONAL APPRAISAL SERVICES
for
“ON CALL”
"APPRAISAL REVIEW SERVICES” within
HIDALGO COUNTY PRECINCT No. 4

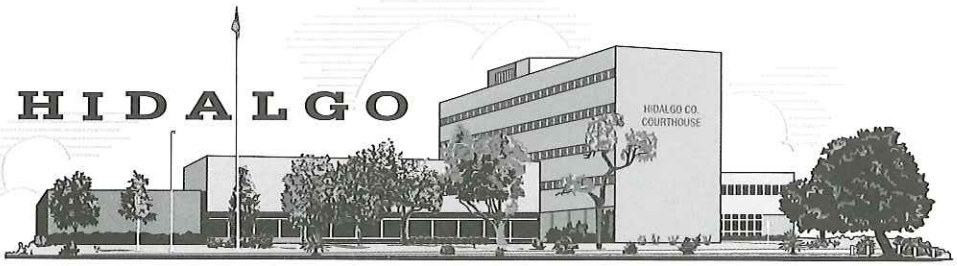
Scoring & Evaluation GRID

APPRAISAL FIRMS

Total Scores	PROFESSIONAL APPRAISAL SERVICES	LEONEL GARZA JR. & ASSOCIATES, LLC	VALBRIDGE PROPERTY ADVISORS
Evaluation	97	95	93
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

April 13, 2016

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Engineering Services PCT 4 Project-
On Call Engineering Services for Buildings Repairs, Renovations, Alterations & Additions and/ or other related Services to the County Owned Buildings located within HC PCT 4

Dear Letty,

Attached you will find the three evaluations for the following professional engineering services:

Professional Engineering Services

1. Halff Associates, Inc.
2. International Consulting Engineers
3. Unintech Consulting Engineers, Inc.

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

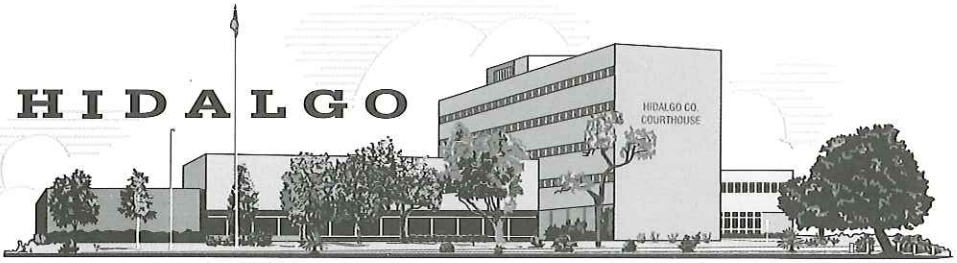
Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

April 14, 2016

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Appraisal Services PCT 4 Project-
On Call Appraisal Services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Right of Way, Easements, Condemnations and Disposition of County Owned Properties located within HC PCT 4

Dear Letty,

Attached you will find the three evaluations for the following professional appraisal services:

Professional Appraisal Services

1. *The Real Estate Center*
2. *Valbridge Property Advisors*
3. *Leonel Garza Jr. & Associates LLC*

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

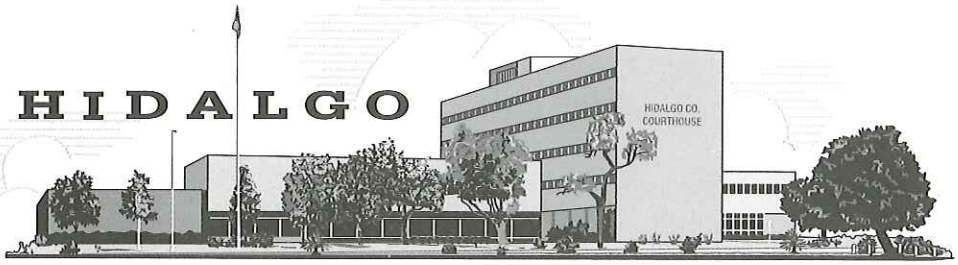
Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

COUNTY of HIDALGO

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1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

April 14, 2016

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Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Appraisal Review Services PCT 4 Project-
On Call Appraisal Services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Right of Way, Easements, Condemnations and Disposition of County Owned Properties located within HC PCT 4

Dear Letty,

Attached you will find the three evaluations for the following professional appraisal review services:

Professional Appraisal Review Services

1. *Valbridge Property Advisors*
2. *Leonel Garza Jr. & Associates LLC*
3. *Professional Appraisal Services*

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Maria D. Lucio

2 Office Held

Executive Assistant, Hidalgo County Precinct 4

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Halff Associates, Inc

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Not Applicable-None

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joseph Palacios, this the 17th day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Maria de Lourdes Lucio	State of Texas Notary Public

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Maria D. Lucio

2 Office Held

Executive Assistant, Hidalgo County Precinct 4

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

International Consulting Engineers

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Not Applicable-None

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

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(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joseph Palacios, this the 17th day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Maria de Lourdes Lucio	State of Texas Notary Public

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

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4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

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6. Affidavit. Signature of local government officer.

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(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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Executive Assistant, Hidalgo County Precinct 4

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Leonel Garza Jr. & Associates, LLC

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Not Applicable-None

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

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(attach additional forms as necessary)

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Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joseph Palacios, this the 17th day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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Maria D. Lucio

2 Office Held

Executive Assistant, Hidalgo County Precinct 4

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Professional Appraisal Services

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Not Applicable-None

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Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joseph Palacios, this the 17th day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Maria de Lourdes Lucio	State of Texas Notary Public

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Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Maria D. Lucio

2 Office Held

Executive Assistant, Hidalgo County Precinct 4

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

The Real Estate Center

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Not Applicable-None

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joseph Palacios, this the 17th day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Maria de Lourdes Lucio	State of Texas Notary Public

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

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4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

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Unintech Consulting Engineers, Inc.

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Not Applicable-None

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Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Maria de Lourdes Lucio	State of Texas Notary Public

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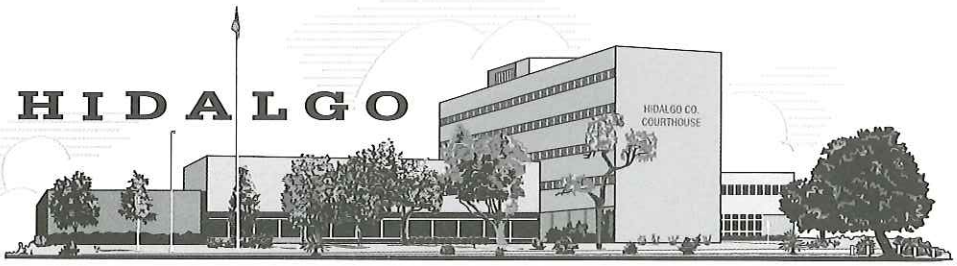
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COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

April 13, 2016

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Engineering Services PCT 4 Project-
On Call Engineering Services for Buildings Repairs, Renovations, Alterations & Additions and/ or other related Services to the County Owned Buildings located within HC PCT 4

Dear Letty,

Attached you will find the three evaluations for the following professional engineering services:

Professional Engineering Services

1. Halff Associates, Inc.
2. International Consulting Engineers
3. Unintech Consulting Engineers, Inc.

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On call "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" located within Hidalgo County Pct 4

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Halff Associates, Inc.
2. International Consulting Engineers
3. Unintech Consulting Engineers, Inc.
4. _____

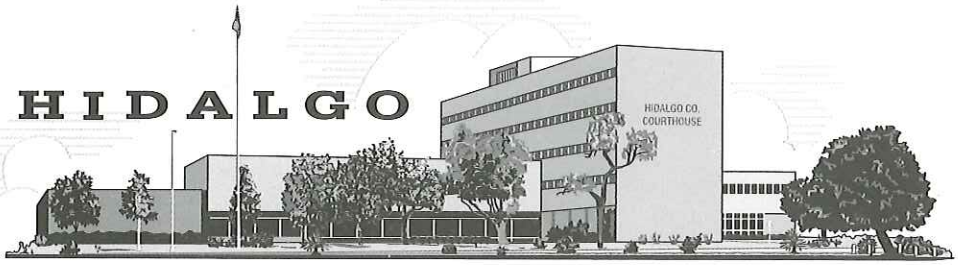
In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 4-13-16

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

April 14, 2016

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Appraisal Review Services PCT 4 Project-
On Call Appraisal Services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Right of Way, Easements, Condemnations and Disposition of County Owned Properties located within HC PCT 4

Dear Letty,

Attached you will find the three evaluations for the following professional appraisal review services:

Professional Appraisal Review Services

1. *Valbridge Property Advisors*
2. *Leonel Garza Jr. & Associates LLC*
3. *Professional Appraisal Services*

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 6-1200-431-00-124-007-0-339.

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Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Executive Assistant

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: _____

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Valbridge Property Advisors
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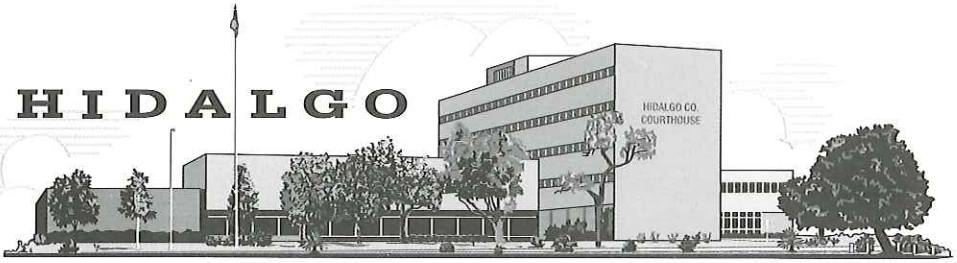
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NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On call Appraisal Services for: The Fair Market Value Appraisals in connection with the acquisition of Land, Right of way, Easements, Condemnations and Disposition of County Owned Properties located within PCT4

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Signed: Maria D. Lucio

Date: 4-14-16

AI-54189

Purchasing Department 18.
F. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Heidi Ortiz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7); an item that can only be obtained from one source;

B. Approval of "Sole Source Declaration" for COPsync, Inc." for the purchase of COPsync Software; including licenses and support service to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HCSO to purchase 100-010 Unlimited COPsync Enterprise Full Time Officers -12 months @ $23,000 - (All COPsync Enterprise Full Time Officers are enabled to receive COPsync911 Alerts) through assigned Requisition #00293582 in the amount of $23,000 including approval to renew support services and annual licenses for the lifetime of the software and authorization for County Judge or his designee to sign renewal service agreements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1228-421-00-280-006-0-340
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

Attachments

Sole Source Declaration
Sole Source Affidavit
Sole Source Letter
Requisition #00293582
COPsync Service Agreement
Legal Approval of Agreement form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/14/2016 01:26 PM
Budget & Management	Veronica Ortiz	04/14/2016 03:08 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Heidi Ortiz Started On: 04/13/2016 04:27 PM

Final Approval Date: 04/15/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: April 19, 2016

RE: "Sole Source Declaration" – COPsync, Inc.

Hidalgo County Sheriff's Office requires the purchase of software for the purpose of real-time, in-car law enforcement information sharing network with data interoperability.

COPsync is the sole source developer and owner of software that allows real-time information sharing among all users at the point of incident. COPsync holds all copyrights for the technology, as well as the patent (patent no. 9,047,768) and pending patents and patent applications covering certain elements of the COPsync Network and COPsync911 Service.

All users on the system have instant communication through instant message as well as map based messaging sent directly to specific vehicles appearing on the AVL map. The messaging is multi-jurisdictional and encrypted so it can only be accessed by users. The software provides GPS/AVL (Global Positioning/Auto Vehicle Locator) which distributes the location, direction, speed and current activity of every user on the system. If a user enters the name, address, vehicle license plate, or associate of someone with an officer safety BOLO, the five (configurable) nearest officers are automatically notified regardless of the agency. All activity conducted on individuals, their associates, vehicles and location is immediately available to all users.

Data collection and entry is standardized. Information captured from a driver's license scan, or already resident in the system, is populated across all forms automatically eliminating redundant data entry. Vehicle crash reporting and diagram builder electronically generates state forms and crash reports as well as the diagram. Electronic reporting includes DUI Module. Reports can be completed electronically in the field. Forms, including Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized screen.

The COPsync system can be used effectively without making changes to the current record, jail, or court management technology infrastructure. The system can also be interfaced with any record, jail, court, or computer-aided dispatch system, assuming cooperation from the relevant vendor.

COPsync allows access to the National, State and Local criminal database. Criminal and vehicle history can be queried from the patrol unit.

Although comparable software exists, COPsync is the only software that is compatible with Spillman Technologies.

Therefore, Hidalgo County Sheriff's Office requires the purchase of COPsync Network including COPsync911 to include if necessary; all other related Hidalgo County Law Enforcement Agencies (from all funding sources).

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Maria G. Fernandez a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Maria G. Fernandez I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: COPsync, Inc. .
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   COPsync

4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature [signature]

SWORN AND SUBSCRIBED TO under oath before me on 13TH day of APRIL, ~~2008~~ 2016

NOTARY PUBLIC STATE OF TEXAS
CHARLES M WRIGHT
My Commission Expires
February 20, 2019

[signature]
NOTARY PUBLIC

CHARLES M WRIGHT
PRINTED NAME

02/20/2019
MY COMMISSION EXPIRES

COMPANY NAME: COPsync, Inc
ADDRESS, CITY, STATE & ZIP CODE: 16415 Addison Rd, Ste 300, Addison, TX 75001
PHONE: 972-865-6192 NUMBER: (972) 638-8809
CONTACT NAME AND TITLE: Maria G. Fernandez, Corporate Counsel
WEB ADDRESS: www.copsync.com EMAIL: mfernandez@copsync.com
FEDERAL TAX ID NUMBER: 98-0513637 TEXAS SALES TAX NUMBER:

March 17, 2016

Dear Hidalgo County Sheriff Office:

This is a letter to advise that we are the sole source manufacturer of the COPsync™ real--time law enforcement information sharing network ("COPsync Network"), including the COPsync911™ threat alert service ("COPsync911 Service").

We hold all copyrights for the technology; hold a patent (patent no. 9,047,768) entitled, "Method, System and Computer Product for Law Enforcement," which covers certain elements of the COPsync Network and hold other patents pending and patent applications covering certain elements of the COPsync Network and COPsync911 Service. Aspects of the COPsync Network and COPsync911 Service that we believe make them unique include the following:

1. Real-time information sharing among all users at the point of incident: Data is gathered electronically at the point of incident, and is immediately available to all users on the system.
2. Instant access to all reports and citations among all users: All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users.
3. Eliminates redundant data entry: Information captured from a driver's license scan, or already resident in the system, is populated across all forms automatically. Data collection and entry is standardized.
4. Multi-Jurisdictional Compatibility: Information sharing at the point of incident is available among all users.
5. GPS/AVL (Global Positioning/Auto Vehicle Locator): The location, direction, speed and current activity of every user on the system is available to all users.
6. Distance-Based Alerts: If a user enters the name, address, vehicle license plate, or associate of someone with an officer safety BOLO, the five (configurable) nearest officers are automatically notified regardless of the agency.
7. Instant communication among all users: Any user on the system can be sent an instant message. The messaging is multi-jurisdictional and encrypted so it can only be accessed by users.
8. Map-Based Messaging: Messages can also be sent directly to specific vcehicles appearing on the AVL map.
9. National, State and Local criminal database access: Criminal and vehicle history can be queried from the patrol vehicle.

10. Vehicle Crash Reporting and Diagram Builder: State forms and crash reports are generated electronically in the COPsync system, as well as the diagram.

11. e-Citation Module: Tickets can be written in the system and are viewable by all users.

12. Law Reference Library: Relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute.

13. BOLO (Be On the Lookout) Database: Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted.

14. Electronic Reporting including DUI Module: Reports can be completed electronically, in the field, and without redundant data entry. Forms, including Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized screen.

15. COPsync Cache: Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.

16. Criminal Trespass Database: Officers can readily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users.

17. No Technology Changes Required: The COPsync system can be used effectively without making changes to your current record, jail, or court management technology infrastructure. The system can also be interfaced with any record, jail, court, or computer-aided dispatch system, assuming cooperation from the relevant vendor.

18. COPsync911: Teachers and others can send emergency alerts directly to the closest patrol officers, regardless of agency jurisdiction, and the local dispatch center; the person sending the alert and the alert recipients may communicate in real-time among themselves in a virtual chat room.

In conclusion, hundreds of law enforcement agencies and schools have purchased the COPsync Network and COPsync911 system on a sole-source basis. If you have any questions please contact me.

Very truly yours,

Ronald A Woessner

Ronald A. Woessner
Chief Executive Officer

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00293582

PO #

Date: 02/23/16

Bill To: x
x

Vendor : 404187
COPSYNC, INC.
ATTN: ACCOUNTS RECEIVABLE
P.O. BOX 802108
DALLAS TX 75380-2108
FAX (972)201-9646

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

Contact: **T. CONTRERAS**
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMPUTER ASSISTED INVESTIGATIVE ON-LINE RESEARCH SERVICES DO NOT DUPLICATE ORDER		
1.00	EACH	100-010 UNLIMITED COPSYNC ENTERPRISE FULL TIME OFFICERS (12 MO @ $23,000.00) ALL COPSYNC ENTERPRISE FULL TIME OFFICERS ARE ENABLED TO RECEIVE COPSYNC911 ALERTS	23,000.00	23,000.00
		Account No	Encumbrance	
		6-1228-421-00-280-006-0-340	23,000.00	
			Freight	.00
			Total	23,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COPsync, Inc.

Service Agreement

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6192
Fax: 972-201-9646

CUSTOMER:
Agency: Hidalgo County Sheriff Office
Address: 711 El Cibolo
Edinburg, Texas 78542
Contact: Richard Ozuna
Phone: 956-393-6022
Email: richard.ozuna@hidalgoso.org

Sales Rep: Caitlin Raymond/Phil Raymond

RESELLER:

SHIP EQUIPMENT TO:
Name:
Attention:
Address:

Phone:

SEND INVOICE TO:
Name:
Attention:
Address:

Phone:

Quote #: 8372
Issue Date: 3/17/2016
Valid Thru: 5/17/2016

Sales Tax: Exempt

Final: **Yes**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	---COPSYNC SOFTWARE AND SUPPORT---		
1	100-010 Unlimited COPsync Enterprise Full-time Officers [12 mo @ $23,000.00] All COPsync Enterprise Full-time Officers are enabled to receive COPsync911 alerts.	$ 23,000.00	$ 23,000.00

SPECIAL TERMS		
Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync, or COURTsync can be installed. If you do not have an Internet service, most providers offer a special government or education rate. ***All amounts are due upon execution of this services agreement as described in Item 1, 'Invoicing and Payment.'*** ***COPsync's RSM, Phil Raymond, to provide COPsync training.*** ******DO NOT PAY, THIS IS NOT AN INVOICE******	COPSYNC	$ 23,000.00
	GRAND TOTAL	$ 23,000.00

Classify: Service Agreement / Budget
Workbook: Hidalgo County Sheriff Office_8372_Service Agreement_Budget_2016 03 17.xls
Use File Name: Hidalgo County Sheriff Office_8372_Service Agreement_Budget_2016 03 17
Generated: 11/23/2015 at 11:04
Tool Version: Ver. 2015 08 08

1. INVOICING AND PAYMENT. COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync services and to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, Texas. 75380-2108.

2. TERM. This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement, except as provided in the attached Terms & Conditions.

3. INSTALLATION. COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.

4. TITLE. Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.

5. INTERFACE. The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
6. SALES & USE TAX. The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.

7. LETS APPLICATION. If applicable, Customer is solely responsible for making application and securing approval of its application to connect to the state law enforcement telecommunications system ("LETS"). Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the LETS application has been approved.

8. NUMBER OF USERS. COPsync agrees to provide the total number of user licenses for the COPsync Network service, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Network Service at no charge to Customer for administrators and support staff.

COPsync, Inc
Signature: _____ Print Name: _____
Title: _____ Date: _____

Subscriber*
Signature: _____ Print Name: _____
Title: _____ Date: _____

Email address to which to send invoice: _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users of the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software")

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.

2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either party notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

3. **Permitted Use Only.** The COPsync Service and related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for emergency service personnel. The COPsync 911 Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync VidTac video system may be used only for law enforcement and emergency service purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.

4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

   Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.

5. **Title; Confidentiality**. Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.

6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement

7. **Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

   Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arise in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

   Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you

9. **Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

10. **General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.
    In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, December 14, 2012 11:05 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Tanya.Delira'
Subject: RE: Copsync

Marty,

I have reviewed the Copysync agreement and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 13, 2012 2:02 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Darlene Betancourt'; 'Tanya.Delira'

1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas. 75380-2108.

2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.

3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.

4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).

5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for hardware provided under this Services Agreement passes to customer upon delivery.

6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.

7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.

8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETs application has been approved.

9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc
Signature: _____ Print Name: _____
Title: _____ Date: _____

Subscriber*
Signature: _____ Print Name: _____
Title: _____ Date: _____
*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software"

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.

2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

3. **Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The BANKsync Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync software driven video Software may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.

4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

   Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.

5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any patent of any third party.

6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement

7. **Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

   Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 4.1) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software of Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

   Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you

9. **Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in XML format stored on CR ROM library.

10. **General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.
    In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41066

Date Filed:
04/15/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

COPsync, Inc.
Addison, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Service Agreement 8372
Contract for safety/law enforcement software service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41066

Date Filed:
04/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

COPsync, Inc.
Addison, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Service Agreement 8372
Contract for safety/law enforcement software service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
CHARLES M WRIGHT
My Commission Expires
February 20, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said MARIA FERNANDEZ, this the 15TH day of APRIL, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	CHARLES M WRIGHT	NOTARY PUBLIC

AI-54058

Purchasing Department 18.
G. 1.

CC - REGULAR
Meeting Date: 04/19/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Arnold Patrick, Director, HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTION DEPARTMENT, aka, ADULT PROBATION is requesting that HCCC permit the HC Purchasing Dept. to conduct procurement services commencing with advertising [with award to be made by Mr. Patrick pursuant to statute] for: the "Purchase of Instant Drug Screening Cups"- RFB No.: 2016-138-00-00-FAZ with Mr. Patrick's approval of procurement packet [i.e. specifications/requirements, legal notice, draft requirement agreement etc. as attached hereto] with the re-advertisement of project in the event No Bid responses are received and/or are rejected and project is still required by Adult Probation.

BACKGROUND

1. Current contract expires on: August 31, 2016
2. New contract will commence on: September 1, 2016
3. Proposed schedule of events.
1st advertisement: April 23, 2016
2nd advertisement: April 30, 2016
Bid Opening date: May 11, 2016

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1297-423-00-320-002-7-610
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

No fiscal Impact until September 01, 2016 - Grant funding

Attachments

APPROVED MEMO
DRAFT EXHIBIT A
DRAFT LEGAL NOTICE
DRAFT CONTRACT AND LEGAL'S APPROVAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/06/2016 02:49 PM
Budget & Management	Monica Badillo	04/06/2016 05:10 PM
Purchasing Department	Marty Salazar	04/07/2016 09:57 AM
Budget & Management	Veronica Ortiz	04/07/2016 10:19 AM
Glinda Pacheco	Glinda Pacheco	04/14/2016 09:07 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Matilde Faz Started On: 04/05/2016 10:39 AM

Final Approval Date: 04/15/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

To: **Arnold K. Patrick**
Hidalgo County CSCD

Attn: **Rosario Castilleja** **via email: rosario.castilleja@hidalgocountycscd.org**

From: Matilde Faz, Buyer II

Date: **March 10, 2016**

Re: Bid No. 2016-138-00-00-FAZ- Approval of Specifications for Hidalgo County CSCD – "PURCHASE OF INSTANT DRUG SCREENING CUPS"

Please review the current **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to purchasing department.

If you have any questions, please call me at (956) 318-2626 ext# 4854.

APPROVE X	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: X-1297-423-00-320-002-X-610

Rosario Castilleja	Rosario Castilleja	Adult Probation	3/16/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: matilde.faz@co.hidalgo.tx.us; on or before March 17, 2016 @ 10:00 a.m.

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Community Supervision and Corrections Department (CSDS)
"Purchase of Instant Drug Screening Cups"
Bid No.: 2016-138-00-00-FAZ

Product Specifications:

The Hidalgo County Community Supervision and Corrections Department (CSCD) is seeking bids for an instant drug screening cups which offers zero exposure to the urine collected for the person reading the test results; an integrated drug cup in which the drug test is incorporated or built into the cup. Furthermore, the tool must analyze urine by detecting the presence or absence of drugs or drug metabolites in human urine samples. The urine drug test must be easy to use and easy to read. The product should require no special training for the end user. The instant drug screening cups must include, but is not limited to the following specifications:

1. On-Board Temperature Strip, Validity Controls, and Adulterant Checks
2. Capability of testing multiple drugs at once by using a split specimen drug test of the following substances at the indicated cutoff levels:
    - Amphetamine (AMP) 1000ng/mL
    - Benzodiazepines (BZO) 300ng/mL
    - Cocaine (COC) 300ng/mL
    - Marijuana (THC) 50ng/mL
    - Opiates (OPI) 2000ng/mL
3. U.S. Food and Drug Administration (FDA) 501(k) cleared and Clinical Laboratory Improvement Amendments of 1988 (CLIA) waived
4. Screening Cups must have an accuracy rate of 97% or greater
5. Self-Contained Cup Eliminates Collector Exposure to Specimen
6. Average Shelf life of eighteen (18) to twenty-four (24) months
7. No Special Training required to read or administer the Test
8. Instructional Material and Detailed Instructions included with the product
9. Includes Security Seals incurred in the price of the product
10. All items will be on an **"as-needed basis only"** there is no guaranteed annual volume. An estimated volume is 3,500 cups per month. CSCD reserves the right to purchase greater or lesser product quantities.

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TERMS & CONDITIONS:

1. Term of contract is for two (2) years with County's option to extend the contract for an additional one (1) year term under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8. Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9. Insurance requirements for this project to be maintained throughout the contract term (Refer to Exhibit "C" for limits)

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

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12. Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items.

14. Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL NO LATER THAN, MONDAY, MONTH DATE, 2016 BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN WEDNESDAY, MONTH DATE, 2016 BY 5:00 P.M.

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Bid No: 2016-138-00-00-FAZ	Buyer : MATY FAZ	Tel. No: (956) 318-2626 ext 4854

REQUEST FOR BIDS

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPT.

"PURCHASE OF INSTANT DRUG SCREENING CUPS"

BID OPENING DATE

MONTH 00, 2016

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT. -"PURCHASE OF INSTANT DRUG SCREENING CUPS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-138-00-00-FAZ "HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT. "PURCHASE OF INSTANT DRUG SCREENING CUPS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY, MONTH DATE, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT. RFB NO.: 2016-138-00-00-FAZ "PURCHASE OF INSTANT DRUG SCREENING CUPS"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

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7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT. RFB NO.: 2016-138-00-00-FAZ -"PURCHASE OF INSTANT DRUG SCREENING CUPS"**

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**MONTH DATE, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	**_____, 2016**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with

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any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-138), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the

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presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us.

Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

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28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

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Bid
For

"HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.
"PURCHASE OF INSTANT DRUG SCREENING CUPS"

BID NO.: 2016-138-00-00-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

(VENDOR)

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR: TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 20___, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for period of one (1) year term (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates. DEPARTMENT agrees to make Payment to VENDOR for the delivery of Services, not to exceed One Hundred Thousand and No/Dollars ($100,000.00), with a term beginning on the date of the award and ending on August 31, 20___. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services as proposed in the Best and Final Offer:

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Description of Products	Quantity	Unit Price	Total Cost
Instant Drug Screening Cups	_____/box	$	$

1.2 Services. The VENDOR shall, in accordance with the same terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed s follows:

Provide instant drug screening cups for the Community Supervision and Corrections Department.

1.3 Operational Plan. The proposal submitted in response to the ITB, RFP or RFB (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited.

1.4 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist offenders to change their behavior and become productive, contributing members of society by leading a life free of crime.

Strategy 1: Providing training, on site at HCCSCD on the use of drug screening/collection instruments.

Measure: 100% of all requests for training on site, of the test instruments purchased from the vendor, will be provided during the term of the contract.

Adjustment: Any problems that arise related to responding to requests for training will be handled by calling and/or meeting with the vendor, as necessary.

Strategy 2: Provide drug test/collection kits, as detailed in the response to the ITB, RFP or RFB (if applicable), during the contract period.

Measures: 100% of all tests kits purchased will be provided during the contract period within mutually agreed upon time frames and in excellent condition.

Adjustment: The vendor will reimburse HCCSCD 100% per unit for each unit that is not in excellent condition and fails to meet the specifications set forth in the ITB, RFP or RFB.

1.5 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan**, (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

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1.6 Referrals. The DEPARTMENT retains control over the offenders referred to VENDOR for the provision of services. If the offender is determined to be in need of additional or different services, the offender is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.7 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.8 No-Shows. DEPARTMENT will not pay the VENDOR for offenders who fail to attend sessions or meetings.

1.9 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT – means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor – means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor – means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Offender – means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies – means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility – means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARMENT.

Licensure Rules – means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report – means the official numerical count of the number of offenders who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any offenders who were previously removed on that day. Offenders on a temporary leave for less than forty-eight (48) hours shall be included in the county.

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Monthly Invoice – means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the proceeding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit C.

Operational Plan – means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the IFB, RFP or RFB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of offenders, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient – means any offender who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments – means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR – means the mathematical product of the following: (a) Resident offenders at non-CCFs: the VENDOR Rate calculated by the number of verified offenders according to the Midnight Strength Report for each day of the billing month; (b) Outpatient offenders: the VENDOR Rate calculated by the number of verified offenders for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures – means the standards whereby VENDOR and DEPARMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person – means any individual, corporation, partnership, joint venture, association, join-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget – means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB, RFP or RFB, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident – means any offender who resides at the Facility and receives Services pursuant to the terms hereof.

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RFP – means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services – means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB, RFP or RFB, if applicable.

Term – means the duration of this AGREEMENT as specified in Article I.

VENDOR – means "Name of provider."

Vendor Rate – means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.10 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (2) coverage to protect the State from actions by officers, employees, or agents of the VENDOR or any subcontract(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverage's as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/omissions/operations hereunder, whether such actions/omissions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VNEODR employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENODOR'S employees;

4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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6. Claims for damages based on violations of civil rights;

7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereinunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

1.11 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.12 Other. Employee Criminal Background. VENDOR will not permit any employee or independent contractor, who is currently under probation and/or parole supervision, to provide services, to prepare reports or to have access to offenders' client files during the course of providing services under this AGREEMENT. Furthermore, VENDOR will notify the DEPARTMENT within 24 hours if any employee or independent contractor, who provides services to offenders referred through this AGREEMENT, are arrested for and/or convicted of misdemeanor (other than a traffic violation) or felony offense.

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ARTCLE II
REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or offender on account of race, color, disability, religion, sex, national origin, age or those who have disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agents of AIDS, VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that provisions will be binding upon each subcontractor.

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2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any offender through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process required disclosure of an offender's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation or claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

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4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer offenders for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

(a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term thereof;

(c) Report an actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

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4.7 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claims is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.8 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall received Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VNEDOR will provide an itemized list of Services performed during the invoice period, including the names of all offenders served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit C).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V
DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not release, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

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c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5. 2 Remedy of DEPARTMENT. Upon the occurrence of an event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of offender; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for al Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modifications, reduction or termination.

ARTICLE VI
INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas and its offices, agents and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT

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pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in_____County, Texas by

HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: ARNOLD PATRICK, DIRECTOR - (SIGNATURE)_____

DATE:_____

VENDOR:_____

BY:_____

TITLE:_____

DATE:_____

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EXHIBIT "A"
VENDOR OPERATIONAL PLAN

The proposed submitted in response to the ITB, RFP or RFB (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operation Plan by which the VENDOR will be audited.

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EXHIBIT "B"
VENDOR PAYMENT

Means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

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EXHIBIT "C"
MONTHLY INVOICE

Means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by , a copy of which form is attached hereto as Exhibit "C".

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EXHIBIT "D"
UNALLOWABLE COSTS

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or reimbursements to or behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft State Contract for RFB-Purchase of Instant Drug Screening Cups project

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From : Rosario Ramirez-Castilleja <rosario.castilleja@hidalgocountycscd.org> Mon, Apr 04, 2016 03:48 PM

Subject : RE: Draft State Contract for RFB-Purchase of Instant Drug Screening Cups project

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Ms. Vanigie, Mr. Patrick has approved the contract format. Please proceed using it.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 04, 2016 2:50 PM
To: Rosario Ramirez-Castilleja
Cc: Matilde Faz
Subject: Re: Draft State Contract for RFB-Purchase of Instant Drug Screening Cups project

Thank you.

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Rosario Ramirez-Castilleja" <rosario.castilleja@hidalgocountycscd.org>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, April 4, 2016 2:42:48 PM
Subject: RE: Draft State Contract for RFB-Purchase of Instant Drug Screening Cups project

Yes, I will get with him today and let you know.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 04, 2016 2:48 PM
To: Rosario Ramirez-Castilleja

AI-54252 Closed Session 20. C.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Edinburg Municipal Airport & City of Edinburg Property and further described as:
Tract 1: Being the north twenty (20) acres of Lot 16, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County,Texas: (20.0 Acres Gross)
Tract 2: Being the east 26.61 acres of the west 46.61 acres of Lot 10, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, HidalgoCounty, Texas: (26.61 Acres Gross)
Tract 3: Being the south ten (10) acres of the west twenty (20) acres of Lot 10, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg,Hidalgo County, Texas: (10.0 Acres Gross)
Tract 4: Being the east ten (10) acres of Lot 10-, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County, Texas (10.0Acres Gross)
Tract 5: Being the north 23.39 acres of lot 15, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County, Texas. (23.39 Acres Gross)
Tract 7: Being the west fifteen (15) acres of the south half (½) of Lot 16, Section 277,Texas-Mexican Railway Company's Survey, and addition to the City of Edinburg, Hidalgo County, Texas (15.0 Acres Gross)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 04/15/2016 03:15 PM

Final Approval Date: 04/15/2016

AI-54192 Closed Session 20. D.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-8496-14-E; W.D. Larew the appointed Substitute trustee for PENNYMAC CORP v Armando Garza and Raquel Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2016 09:49 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Monica Badillo Started On: 04/14/2016 09:08 AM

Final Approval Date: 04/15/2016

AI-54174 Closed Session 20. E.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Natalie Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2016 01:18 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Aida Alvarez Started On: 04/13/2016 10:24 AM

Final Approval Date: 04/15/2016

AI-54218 Closed Session 20. F.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Feliciano Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2016 03:47 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Aida Alvarez Started On: 04/14/2016 03:42 PM

Final Approval Date: 04/15/2016

AI-54251 Open Session 22. C.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Edinburg Municipal Airport & City of Edinburg Property and further described as:
Tract 1: Being the north twenty (20) acres of Lot 16, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County,Texas: (20.0 Acres Gross)
Tract 2: Being the east 26.61 acres of the west 46.61 acres of Lot 10, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, HidalgoCounty, Texas: (26.61 Acres Gross)
Tract 3: Being the south ten (10) acres of the west twenty (20) acres of Lot 10, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg,Hidalgo County, Texas: (10.0 Acres Gross)
Tract 4: Being the east ten (10) acres of Lot 10-, Section 277, Texas Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County, Texas (10.0Acres Gross)
Tract 5: Being the north 23.39 acres of lot 15, Section 277, Texas-Mexican Railway Company's Survey, an addition to the City of Edinburg, Hidalgo County, Texas. (23.39 Acres Gross)
Tract 7: Being the west fifteen (15) acres of the south half (½) of Lot 16, Section 277,Texas-Mexican Railway Company's Survey, and addition to the City of Edinburg, Hidalgo County, Texas (15.0 Acres Gross)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 04/15/2016 03:15 PM

Final Approval Date: 04/15/2016

AI-54193 Open Session 22. D.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-8496-14-E; W.D. Larew the appointed Substitute trustee for PENNYMAC CORP v Armando Garza and Raquel Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2016 09:49 AM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Monica Badillo Started On: 04/14/2016 09:09 AM

Final Approval Date: 04/15/2016

AI-54175 Open Session 22. E.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Natalie Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2016 01:18 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Aida Alvarez Started On: 04/13/2016 10:25 AM

Final Approval Date: 04/15/2016

AI-54219 Open Session 22. F.

CC - REGULAR

Meeting Date: 04/19/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Feliciano Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2016 03:47 PM
Final Approval	Monica Badillo	04/15/2016 05:22 PM

Form Started By: Aida Alvarez Started On: 04/14/2016 03:44 PM

Final Approval Date: 04/15/2016