

AI-3353

2.A.

2007 - Sheriff's Investigation HB 65 (1227)

CC CONSENT

Date: 04/17/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.

Agenda Item

CAPTION

2007 - Sheriff's Investigation HB 65 (1227)

BACKGROUND

See Attached Line Item Transfer

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1227-421-00-280-005-0-XXX

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

BUDGETARY IMPACT:

From 748 to 741 in the amount of \$1,600.00. Available balance in 748 is \$30,335.72 as of 4/11/07.

Attachments

Link: [Line Item Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/10/2007 11:17 AM	APRV
2	Budget & Management	Dina Trevino	04/10/2007 11:23 PM	APRV
3	Dale Kennan	Dale Kennan	04/11/2007 08:19 AM	APRV
4	Auditor's Office	Janie Lozano	04/13/2007 10:29 AM	APRV
5	Janie Lozano	Janie Lozano	04/13/2007 11:04 AM	APRV
6	Linda Fong	Linda Fong	04/16/2007 08:25 AM	APRV
7	Court Administrator			NEW

Form Started By: Rosie Hinojosa

Started On: 04/09/2007 02:21 PM

Final Approval Date:

DATE: 4/9/2007
 DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
 DEPARTMENT NAME: SHERIFF'S INVESTIGATION FUND 1227 - HB65
 ACCOUNT NUMBER: 7-1227-421-00-280-005-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1227-421-00-280-005-0-748	OTHER EQUIPMENT	→	7-1227-421-00-280-005-0-741	VEHICLES	1,600.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$1,600.00

TOTAL TO INCREASE LINE ITEM FOR ANTICIPATED EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-3343

2.C.

2007 - Planning Department (1100)
CC CONSENT

Date: 04/17/2007
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

2007 - Planning Department (1100)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [revised transfer](#)

Confidential documents are indicated with a (c).

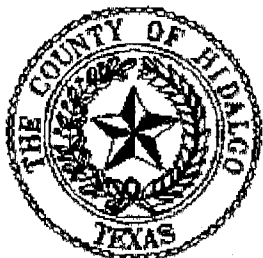
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/05/2007 04:12 PM	APRV
2	Dale Kennan	Dale Kennan	04/05/2007 04:33 PM	APRV
3	Auditor's Office	Janie Lozano	04/09/2007 09:09 AM	APRV
4	Janie Lozano	Janie Lozano	04/09/2007 09:41 AM	APRV
5	Linda Fong	Linda Fong	04/16/2007 08:31 AM	APRV
6	Court Administrator			NEW

Form Started By: Irma Castillo

Started On: 04/05/2007 03:13 PM

Final Approval Date:



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Revised
4/13/07
11:48
DNB

DATE: April 05, 2007

DEPARTMENT HEAD: Raul E. Sesin, P.E.

ACCT NUMBER: 7-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1100-419-10-210-001-0-747	Software	→	7-1100-419-10-210-001-0-336	Computer Services	\$3,000.00
7-1100-419-10-210-001-0-667	Minor Software	→	7-1100-419-10-210-001-0-336	Computer Services	336.00
7-1100-419-10-210-001-0-684	Tires & Tubes	→	7-1100-419-10-210-001-0-336	Computer Services	200.00
7-1100-419-10-210-001-0-745	Computer Equipment	→	7-1100-419-10-210-001-0-665	Minor Computer Equipment	3,780.00
TOTAL					\$7,316.00

←
←

Reason: According to the Auditors we need to use object 7-1100-419-10-210-001-0-336 in order to pay for the AutoCAD and GIS License renewals, so then we need to transfer the monies. According to Accounts Payable Obj. 336 needs to be used because the license renewals include technical support. Also need to transfer monies to minor computer equipment since the five computers are under \$1,000.00 each.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

D/I/LIT041707

AI-3367

2.D.

Human Services Line item transfer
CC CONSENT

Date: 04/17/2007
Submitted By: Miriam Gonzalez, HUMAN SERVICES
Department: HUMAN SERVICES

Agenda Item

CAPTION

2007 - Health & Human Services Dept. - Direct Assistance (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 7 **ACCT. #:** 1100-444-00-240-001-0-
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
350-->607 \$ 235.25 Available balance as of 04/11/07 \$ 2,975.00

Attachments

Link: [Human Services LIT](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/10/2007 11:27 PM	APRV
2	Ana Galvan	Anna Galvan	04/11/2007 11:39 AM	APRV
3	Auditor's Office	Janie Lozano	04/13/2007 10:30 AM	APRV
4	Janie Lozano	Janie Lozano	04/13/2007 01:05 PM	APRV
5	Linda Fong	Linda Fong	04/16/2007 08:32 AM	APRV
6	Court Administrator			NEW

Form Started By: Miriam Gonzalez **Started On:** 04/10/2007 02:12 PM

Final Approval Date:

AI-3331

2.E.

Health Department EWIDS Line Item Trf
CC CONSENT

Date: 04/17/2007
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Health Department - EWIDS - (1293)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1293-441-10-340-028-6-211

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 211 to Object Code 220 \$600.00; Available Balance in Object Code 211 \$2795.00 as of 4/4/07

From Object Code 260 to Object Code 230 \$900.00; Available Balance in Object Code 260 \$1038.84 as of 4/4/07

Attachments

Link: [LIT-Health Grants](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 02:13 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/04/2007 02:30 PM	APRV
3	Dina Trevino	Dina Trevino	04/05/2007 03:24 PM	APRV
4	Dina Trevino	Dina Trevino	04/05/2007 03:25 PM	APRV
5	Auditor's Office	Janie Lozano	04/09/2007 08:38 AM	APRV
6	Janie Lozano	Janie Lozano	04/09/2007 09:30 AM	APRV
7	Linda Fong	Linda Fong	04/16/2007 08:33 AM	APRV
8	Court Administrator			NEW

Form Started By: Dan Beltran

Started On: 04/04/2007 01:27 PM

Final Approval Date:

AI-3403

2.G.

**Budget Line Item Transfer
CC CONSENT**

Date: 04/17/2007
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Information Technology Dept (1242)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1242-412-00-060-001-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 432 to Object Code 431 \$10,000.00; Available Balance in Object Code 432 \$41,693.02.

Attachments

Link: [3403-LIT IT Dept-4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 02:10 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 04:21 PM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 11:39 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/12/2007 08:39 AM	APRV
5	Dina Trevino	Dina Trevino	04/12/2007 04:22 PM	APRV
6	Auditor's Office	Janie Lozano	04/13/2007 10:33 AM	APRV
7	Janie Lozano	Janie Lozano	04/13/2007 03:38 PM	APRV
8	Linda Fong			NEW
9	Court Administrator			

Form Started By: Edna Kirby

Started On: 04/11/2007 01:35 PM

Final Approval Date:

AI-3395
Line transfer
CC CONSENT

2.H.

Date: 04/17/2007
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Public Defenders Office - (1282)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 7 **ACCT. #:** 1282-412-30-085-001-7-
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
532-->534 \$ 310.91 Available balance as of 04/12/07 \$ 310.91
350-->441 \$ 140.16 Available balance as of 04/12/07 \$ 800.00

Attachments

Link: [Grant Line Item Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 01:58 PM	APRV
2	Ana Galvan	Anna Galvan	04/12/2007 10:10 AM	APRV
3	Auditor's Office	Janie Lozano	04/13/2007 10:33 AM	APRV
4	Janie Lozano	Janie Lozano	04/13/2007 03:32 PM	APRV
5	Linda Fong			NEW
6	Court Administrator			

Form Started By: Yvette Pacheco

Started On: 04/11/2007 11:13 AM

Final Approval Date:

DATE: April 10, 2007

DEPARTMENT HEAD: Jaime Gonzalez

DEPARTMENT NAME: Public Defenders

ACCOUNT NUMBER: 7-1282-412-30-085-001-7-XXX

SUBJECT: **Intradepartmental Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO			
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1282-412-30-085-001-7-532	Cellular Phone	→	7-1282-412-30-085-001-7-534	Internet Services	\$ 310.91
7-1282-412-30-085-001-7-350	Contractual Services	→	7-1282-412-30-085-001-7-441	Land & Bldg. Rentals	140.16
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$ 451.07

REASON: To cover expenditures for remainder of the year.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

AI-3380

2.I.

**Intradepartmental Transfer- From object code 113 into 114
CC CONSENT**

Date: 04/17/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - County Judge (1100)

BACKGROUND

Re: AI-2821/ 18.D. CC 03/08/07
CC approved the deletion of one (1) vacant regular full-time position, slot no. 110-006-014 at \$ 24,000.00 and the creation two (2) regular part-time Administrative Aide positions at \$ 12,000.00 each

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-413-00-110-006-0-113

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Intradepartmental transfer to fund the creation of (2) two temporary part-time employees as a result of the deletion of one regular full-time position. Ref: AI 2821/ 18.D. CC 03/08/07
Available balance in object code 113 to transfer into object code 114 is \$465,490.53 as of 04/10/07. RC

Attachments

Link: [3380-4-17-07-LIT Co. Judge](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/10/2007 11:32 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 08:37 AM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 02:31 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	04/13/2007 09:21 AM	APRV
5	Auditor's Office	Janie Lozano	04/13/2007 10:31 AM	APRV
6	Janie Lozano	Janie Lozano	04/13/2007 02:11 PM	APRV
7	Linda Fong			NEW
8	Court Administrator			

Form Started By: Rosie Cantu
Started On: 04/10/2007 04:46 PM

Final Approval Date:

AI-3390
Equipment Transfer
CC CONSENT

2.K.

Date: 04/17/2007
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: COUNTY COURT # 2
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - County Court at Law #2 (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-022-001-0-113

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 113 to Object Code 661 \$420.00; From Object Code 113 to Object Code 665 \$120.00
Available Balance in Object Code 113 is \$167,298.62 as of 4-11-07.

Attachments

Link: [3390- CC#2 LIT- 4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 01:52 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 03:46 PM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 11:35 PM	APRV
4	Auditor's Office	Janie Lozano	04/13/2007 10:32 AM	APRV
5	Janie Lozano	Janie Lozano	04/13/2007 02:13 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Angela Garcia

Started On: 04/11/2007 10:35 AM

Final Approval Date:

AI-3371
april transfer
CC CONSENT

2.L.

Date: 04/17/2007
Submitted By: Jose Gutierrez, J.P. 3, 1
Submitted For: Jose Gutierrez
Department: J.P. 3, 1
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - J.P. Pct. 3, Pl. 1 (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-065-001-0-831

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 831 to Object Code 666 \$200.00; Available Balance in Object Code 831 is \$1,000.00 as of 4-11-07.

Attachments

Link: [3371-LIT JP Garza Pct. 3-4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/10/2007 11:29 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 09:26 AM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 02:28 PM	APRV
4	Auditor's Office	Janie Lozano	04/13/2007 10:30 AM	APRV
5	Janie Lozano	Janie Lozano	04/13/2007 01:04 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Jose Gutierrez

Started On: 04/10/2007 03:37 PM

Final Approval Date:

AI-3379

2.M.

**Health Dept Administration Program Income Line Item Transfer
CC CONSENT**

Date: 04/17/2007
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Health & Human Services Dept. - Health Adm. (1293)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 7 **ACCT. #:** 1293-441-00-340-005-0-
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
601-->603 \$ 7,540.00 Available balance as of 04/12/07 \$ 10,000.00

Attachments

Link: [H.D. Adm P.I. LIT](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/10/2007 11:32 PM	APRV
2	Ana Galvan	Anna Galvan	04/12/2007 11:35 AM	APRV
3	Auditor's Office	Janie Lozano	04/13/2007 10:31 AM	APRV
4	Janie Lozano	Janie Lozano	04/13/2007 01:03 PM	APRV
5	Linda Fong			NEW
6	Court Administrator			

Form Started By: Dan Beltran **Started On:** 04/10/2007 04:17 PM
Final Approval Date:

AI-3352
TRANSFER 04/09/2007
CC CONSENT

2.N.

Date: 04/17/2007
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - JP Mary Alice Palacios Pct. 4 Plc. 2 (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-068-001-0-746

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 746 to Object Code 671 \$400.00; Available Balance in Object Code 746 is \$1,000.00 as of 4-13-07.

Attachments

Link: [3352-LIT JP Pct. 4 Plc 1-4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/10/2007 11:22 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 10:55 AM	APRV
3	Dina Trevino	Dina Trevino	04/13/2007 04:59 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/13/2007 05:10 PM	APRV
5	Court Administrator	Monica Badillo	04/13/2007 05:12 PM	APRV
6	Auditor's Office	Janie Lozano	04/16/2007 08:19 AM	APRV
7	Linda Fong			NEW
8	Court Administrator			

Form Started By: Robert Leal

Started On: 04/09/2007 01:30 PM

Final Approval Date:

DATE: 04-9-2007

AI 3352

DEPARTMENT HEAD: JP Mary Alice Palacios

DEPARTMENT NAME: Justice of the Peace-Pct. 4, Pl. 2

ACCOUNT NUMBER: 7-1100-412-00-068-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM:

TO:

<u>OBJECT CODE</u>	<u>OBJECT NAME</u>	<u>OBJECT CODE</u>	<u>OBJECT NAME NAME</u>	<u>AMOUNT</u>
1) 746	office furniture	671	Building R & M Supplies	\$ 400.00

REASON:

1) Need to Purchase Blinds for Building.

Judge Mary Alice Palacios
DEPARTMENT HEAD

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-3361

2.O.

Rental Transfer
CC CONSENT

Date: 04/17/2007
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Joel Espinoza
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - 93rd District Court (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-002-001-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 890 to Object Code 442 \$45.00; Available Balance in Object Code 890 \$3,698.47 as of 4-11-07.

Attachments

Link: [3361-93rd DC LIT-4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/10/2007 11:27 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 09:48 AM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 02:27 PM	APRV
4	Auditor's Office	Janie Lozano	04/13/2007 10:29 AM	APRV
5	Janie Lozano	Janie Lozano	04/13/2007 01:04 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Angela Garcia

Started On: 04/10/2007 12:53 PM

Final Approval Date:

AI-3346

2.P.

Line Item Transfer

CC CONSENT

Date: 04/17/2007
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Sheriff's Department - Adult Detention Facility - (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 890 to Object Code 117 \$17,500.00; Available Balance in Object Code 890 is 20,898.93 as of 4-11-07

Attachments

Link: [LIT-Sheriff's Dept](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/05/2007 04:32 PM	APRV
2	Budget & Management	Dina Trevino	04/10/2007 11:18 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/11/2007 08:12 AM	APRV
4	Dina Trevino	Dina Trevino	04/11/2007 02:14 PM	APRV
5	Auditor's Office	Janie Lozano	04/13/2007 10:29 AM	APRV
6	Janie Lozano	Janie Lozano	04/13/2007 11:01 AM	APRV
7	Linda Fong			NEW
8	Court Administrator			

Form Started By: Virginia Rodriguez

Started On: 04/05/2007 04:24 PM

Final Approval Date:

DATE: APRIL 5, 2007

AI 3346

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Adult Detention Center

ACCOUNT NUMBER: 7-1100-423-21-280-002-0-

SUBJECT: **Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-423-21-280-002-0-890	OTHER	7-1100-423-21-280-002-0-117	SUPPLEMENTAL PAY	17,500.00
- - - - -		→	- - - - -	
- - - - -		→	- - - - -	
- - - - -		→	- - - - -	
- - - - -		→	- - - - -	
- - - - -		→	- - - - -	
TOTAL				\$17,500.00

REASON: **FUNDS ARE NEEDED TO PROVIDE ASSIGNMENT PAY TO 12 NEW CERT MEMBERS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-3333

2.Q.

Budget Line Item Trf
CC CONSENT

Date: 04/17/2007
Submitted By: Ruben Flores, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - IT Dept - County Wide (1242)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1242-412-00-060-001-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 745 to Object Code 601 \$500.00; Available Balance \$100,895.93 as of 4-4-07

Attachments

Link: [IT-CW](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 02:17 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/04/2007 02:47 PM	APRV
3	Dina Trevino	Dina Trevino	04/05/2007 03:25 PM	APRV
4	Auditor's Office	Janie Lozano	04/09/2007 08:38 AM	APRV
5	Janie Lozano	Janie Lozano	04/09/2007 09:32 AM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Ruben Flores

Started On: 04/04/2007 01:40 PM

Final Approval Date:

AI-3389

2.R.

Health & Human Services Adm PI Line Item Trf
CC CONSENT

Date: 04/17/2007
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Health Department - Adm. Program Income (1293)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1293-441-00-340-005-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From Object Code 748 to Object Code 320 \$6,418.00; From Object Code 748 to Object Code 630 \$900.00. Available Balance in Object Code 748 \$20,000.00 as of 4-11-07.

Attachments

Link: [3389-LIT Health Dept-4-17-07](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 01:52 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 03:11 PM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 11:34 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/12/2007 08:35 AM	APRV
5	Dina Trevino	Dina Trevino	04/12/2007 04:22 PM	APRV
6	Auditor's Office	Janie Lozano	04/13/2007 10:32 AM	APRV
7	Janie Lozano	Janie Lozano	04/13/2007 02:11 PM	APRV
8	Linda Fong			NEW
9	Court Administrator			

Form Started By: Dan Beltran **Started On:** 04/11/2007 10:32 AM

Final Approval Date:

AI-3448

2.S.

**TRANSFER - CO 2004 JUVENILE
CC CONSENT**

Date: 04/17/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Buddy Silva, Juvenile Dept.
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - C.O. 2004 Juvenile Department (1334)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1334-423-32-330-042-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

\$248,131.54 available account balance as of 04/13/2007

Attachments

Link: [transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/13/2007 03:28 PM	APRV
2	Sergio Cruz	Sergio Cruz	04/13/2007 04:26 PM	APRV
3	Auditor's Office	Janie Lozano	04/13/2007 04:35 PM	APRV
4	Janie Lozano	Janie Lozano	04/13/2007 04:38 PM	APRV
5	Linda Fong			NEW
6	Court Administrator			

Form Started By: Monica Badillo

Started On: 04/12/2007 04:20 PM

Final Approval Date:

AI-3436

2.T.

2006 HIDTA Grant # I6PSSP573

CC CONSENT

Date: 04/17/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - HIDTA (1291)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1291-412-00-270-003-6-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Various Object Codes (please see line item attachment). Total transfer of \$40,549.00; All object codes (from acct) have available funds.

Attachments

Link: [HIDTA](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 11:29 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/12/2007 11:35 AM	APRV
3	Dina Trevino	Dina Trevino	04/13/2007 05:09 PM	NEW-R
4	Auditor's Office	Janie Lozano	04/16/2007 08:55 AM	RTRN
5	Janie Lozano	Janie Lozano	04/16/2007 08:55 AM	RTRN
6	Court Administrator			

Form Started By: Nelda Olivarez

Started On: 04/11/2007 04:28 PM

Final Approval Date:

DATE: April 11, 2007
 DEPARTMENT HEAD: Dora Munoz, H.I.D.T.A. Task Force Commander
 DEPARTMENT NAME: Hidalgo County HIDTA Task Force / 2006 Grant
 ACCOUNT NUMBER: 7-1291-412-00-270-003-6-xxx
 SUBJECT: Budget Line-Item Transfers (s)

Transfer Number: 6



Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

<i>FROM</i>		<i>TO</i>		
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
7-1291-412-00-270-003-6- 211	Insurance	7-1291-412-00-270-003-6- 112	Salaries - Dept Head	1,923.00
7-1291-412-00-270-003-6- 211	Insurance	7-1291-412-00-270-003-6- 113	Salaries	429.00
7-1291-412-00-270-003-6- 212	Life Insurance	7-1291-412-00-270-003-6- 113	Salaries	75.00
7-1291-412-00-270-003-6- 220	FICA	7-1291-412-00-270-003-6- 113	Salaries	500.00
7-1291-412-00-270-003-6- 260	Worker's Compensation	7-1291-412-00-270-003-6- 113	Salaries	5,503.00
7-1291-412-00-270-003-6- 260	Worker's Compensation	7-1291-412-00-270-003-6- 583	Travel	3,059.00
7-1291-412-00-270-003-6- 260	Worker's Compensation	7-1291-412-00-270-003-6- 584	Registration	1,000.00
7-1291-412-00-270-003-6- 413	Security	7-1291-412-00-270-003-6- 434	Vehicle Repairs	221.00
7-1291-412-00-270-003-6- 411	Water	7-1291-412-00-270-003-6- 434	Vehicle Repairs	900.00
7-1291-412-00-270-003-6- 622	Electricity	7-1291-412-00-270-003-6- 434	Vehicle Repairs	1,054.00
7-1291-412-00-270-003-6- 423	Custodial	7-1291-412-00-270-003-6- 434	Vehicle Repairs	2,325.00
7-1291-412-00-270-003-6- 423	Custodial	7-1291-412-00-270-003-6- 684	Tires	930.00
7-1291-412-00-270-003-6- 532	Cell Phone	7-1291-412-00-270-003-6- 684	Tires	70.00
7-1291-412-00-270-003-6- 532	Cell Phone	7-1291-412-00-270-003-6- 601	Office Supplies	1,830.00
7-1291-412-00-270-003-6- 531	Telephone	7-1291-412-00-270-003-6- 601	Office Supplies	1,452.00
7-1291-412-00-270-003-6- 531	Telephone	7-1291-412-00-270-003-6- 682	Fuel	2,423.00
7-1291-412-00-270-003-6- 432	Equip Maintenance	7-1291-412-00-270-003-6- 682	Fuel	577.00
7-1291-412-00-270-003-6- 432	Equip Maintenance	7-1291-412-00-270-003-6- 745	Computer Equipment	683.00
7-1291-412-00-270-003-6- 560	Film Developing	7-1291-412-00-270-003-6- 745	Computer Equipment	59.00
7-1291-412-00-270-003-6- 522	Vehicle Insurance	7-1291-412-00-270-003-6- 745	Computer Equipment	2,239.00
7-1291-412-00-270-003-6- 342	Information & Credit Srv	7-1291-412-00-270-003-6- 745	Computer Equipment	1,752.00
7-1291-412-00-270-003-6- 534	Internet Service	7-1291-412-00-270-003-6- 745	Computer Equipment	500.00
7-1291-412-00-270-003-6- 442	Vehicle Lease	7-1291-412-00-270-003-6- 745	Computer Equipment	6,281.00
7-1291-412-00-270-003-6- 442	Vehicle Lease	7-1291-412-00-270-003-6- 746	Office Furniture	319.00
7-1291-412-00-270-003-6- 540	Advertising	7-1291-412-00-270-003-6- 746	Office Furniture	3,044.00
7-1291-412-00-270-003-6- 743	Office Equipment	7-1291-412-00-270-003-6- 746	Office Furniture	137.00
7-1291-412-00-270-003-6- 743	Office Equipment	7-1291-412-00-270-003-6- 748	Other Equipment	1,264.00
TOTAL				40,549.00

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____/_____/_____
 Dora Munoz DATE
 H.I.D.T.A. Task Force Commander

_____/_____/_____
 Attest County Clerk DATE

_____/_____/_____
 Budget Officer DATE

_____/_____/_____
 Approved Commissioners' Court DATE

AI-3445
Pct. 1 Admin.
CC CONSENT

2.V.

Date: 04/17/2007
Submitted By: Veronica Ramirez, COMM. PCT. #1
Submitted For: Veronica Ramirez
Department: COMM. PCT. #1
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Pct. #1 - Adm. (1201)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-004-0-531

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 531 to Object Code 613 \$300.00; From Object Code 531 to Object Code 855 \$200.00.

Available Balance in Object Code 531 \$11,782.99.

Attachments

Link: [3445-LIT Pct. 1 Adm.-4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/12/2007 02:27 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/13/2007 07:55 AM	APRV
3	Dina Trevino	Dina Trevino	04/13/2007 05:04 PM	APRV
4	Auditor's Office	Janie Lozano	04/16/2007 08:23 AM	APRV
5	Janie Lozano	Janie Lozano	04/16/2007 08:44 AM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Veronica Ramirez

Started On: 04/12/2007 02:21 PM

Final Approval Date:

DATE: April 12, 2007

MEETING REQUEST DATE: April 17, 2007

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 ADMINISTRATION

ACCOUNT NUMBER: 7-1201-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

JE #: _____

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM								ACCOUNT NAME	TO								ACCOUNT NAME	AMOUNT
ACCOUNT NUMBER									ACCOUNT NUMBER									
7	-1201	-431	-00	-121	-004	-0	-531	TELEPHONE	7	-1201	-431	-00	-121	-004	-0	-613	SAFETY SUPPLIES	300.00
7	-1201	-431	-00	-121	-004	-0	-531	TELEPHONE	7	-1201	-431	-00	-121	-004	-0	-855	LATE FEES, PENALTIES & FINAN	200.00
\$ 500.00																		

REASON: Needed to cover invoices that have been reclassified to these object codes.

****Please create object codes 613 & 855.**

DEPARTMENT HEAD SIGNATURE

NOE MONTEZ

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: March 5, 2007

AI 3359

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 7-1212-452-00-122-008-0- Parks & Recreation

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code Chapter 111, Subchapter C.

FROM	TO
-------------	-----------

ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1212-452-00-122-008-0-540	ADVERTISING	7-1212-452-00-122-008-0-432	EQUIPT. R&M SERVICE	\$1,000.00
7-1212-452-00-122-008-0-673	ROAD MATERIAL	7-1212-452-00-122-008-0-664	OTHER MINOR EQUIPMENT	5,000.00

TOTAL **\$ 6,000.00**

REASON: Transfer needed for expected expenditures for the Parks Department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-3461

2.X.

Intradepartmental Transfer
CC CONSENT

Date: 04/17/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Human Resources
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Human Resources (1100)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [transfer](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/13/2007 04:56 PM	APRV
2	Rosalinda Cantu			PEND
3	Auditor's Office			
4	Court Administrator			

Form Started By: Monica Badillo

Started On: 04/13/2007 03:45 PM

Final Approval Date:

DATE: 04-17-07
DEPARTMENT HEAD: Esther A. Cortez
DEPARTMENT NAME: HUMAN RESOURCES
ACCOUNT NUMBER: 7-1100-415-50-190-002-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 7-1100-415-50-190-002-0

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	Office Supplies	666	Minor office furniture	\$2,000.00

REASON: TO PAY FOR MINOR OFFICE FURNITURE



Department Head Signature

4/13/2007

Date

TOTAL \$2,000.00

Approved Commissioners' Court

Date

Attest County Clerk

AI-3330
Pct #3 CIP Transfer
CC CONSENT

2.Y.

Date: 04/17/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Precinct #3 CO 2006 - (1336)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-123-040-0-742

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 742 to Object Code 890 \$423,657.00; Available Balance in Object Code 742 \$1,295,000.00 as of 4-4-07

Attachments

Link: [Pct. 3 CO 2006 CIP](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 02:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/04/2007 03:54 PM	APRV
3	Dina Trevino	Dina Trevino	04/05/2007 03:23 PM	APRV
4	Dina Trevino	Dina Trevino	04/05/2007 03:24 PM	APRV
5	Sergio Cruz	Sergio Cruz	04/05/2007 04:44 PM	APRV
6	Auditor's Office	Janie Lozano	04/09/2007 08:38 AM	APRV
7	Janie Lozano	Janie Lozano	04/09/2007 09:30 AM	APRV
8	Linda Fong			NEW
9	Court Administrator			

Form Started By: Norma Ceballos

Started On: 04/04/2007 12:20 PM

Final Approval Date:

INTRA-DEPARTMENTAL TRANSFER

DATE: April 10, 2007

AI #3330

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CIP (1336)

ACCOUNT NUMBER: 7-1336-431-00-123-040-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
742	Heavy Equipment	890	Other	423,657.00
TOTAL				\$423,657.00

REASON: Transfer back to 890

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3386

2.Z.

Pct. #4 Landfill Transfer

CC CONSENT

Date: 04/17/2007
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Intradepartmental Transfers:

Agenda Item

CAPTION

2007 - Precinct No. 4 Landfill (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-432-00-124-001-0-421

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From Object Code 421 to Object Code 334 \$41,450.00; Available Balance in Object Code \$246,095.35 as of 4-11-07.

Attachments

Link: [3386-LIT Pct. 4 Landfill-4-17-07](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 01:50 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/11/2007 02:12 PM	APRV
3	Dina Trevino	Dina Trevino	04/11/2007 02:31 PM	APRV
4	Auditor's Office	Janie Lozano	04/13/2007 10:31 AM	APRV
5	Janie Lozano	Janie Lozano	04/13/2007 02:11 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Jr. Munoz

Started On: 04/11/2007 09:19 AM

Final Approval Date:

DATE: APRIL 11, 2007

DEPARTMENT HEAD: COMMISSIONER OSCAR L. GARZA JR.

DEPARTMENT NAME: HIDALGO COUNTY PCT. #4 LANDFILL

ACCOUNT NUMBER: 7-1100-432-00-124-001-0-000

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
7-1100-432-00-124-001-0-421	Disposal	7-1100-432-00-124-001-0-334	Eng & Arch Service	\$41,450.00

TOTAL \$41,450.00

REASON: To cover the Engineering contract #00-57-02-01 with J.E. Saenz & Assoc., Inc. for the Pct. #4 landfill Closure and CAP Construction, Phase II C

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Pipeline Permits
CC CONSENT

Date: 04/17/2007
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

1. Southwestern Bell Telephone Co.:
 - * Proposes to place buried cable within the right of way of Doolittle Rd in Hidalgo County, Texas. The line will be constructed and maintained on highway right of way as shown on the attached drawings.
 - * Proposes to place buried cable within the right of way of N. Glasscock Rd in Hidalgo County, Texas.

2. AT & T:
 - * Proposes to place buried cable within the right of way of Los Ebanos Rd & W. Harrison Ave. in Hidalgo County, Texas.

3. Verizon Southwest Incorporated:
 - * Will construct a communication line within the right of way of a County Road in Weslaco, Hidalgo County, Texas, beginning 460' East of the intersection of Mile 4 1/2 West and E Mile 11 North on the South Right of Way .

4. North Alamo Water Supply:
 - * Approximately 1/2 mile going South from Mile 9N on the East side of Mile 2W - Bore- Bernardo Carrillo- 3/4" meter installation.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: N/A	ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
No budgetary impact.	

Attachments

Link: [Pipeline Permits](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/11/2007 11:26 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/12/2007 10:04 AM	APRV
3	Dina Trevino	Dina Trevino	04/13/2007 10:37 AM	APRV
4	Auditor's Office	Linda Fong	04/14/2007 08:56 AM	APRV
5	Court Administrator			NEW

Form Started By: Sandra Garcia **Started On:** 04/10/2007 08:51 AM

Final Approval Date:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 17th day of April, 2007 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Southwestern Bell Telephone hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a buried cable within the right of way; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- Proposes to place buried cable within the right of way of Doolittle Rd in Hidalgo County, Texas.
- Proposes to place buried cable within the right of way of N Glasscock Rd in Hidalgo County, Texas.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 17th day of April, 2007 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

AT & T hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a buried cable; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- Proposes to place buried cable within the right of way of Los Ebanos Rd & W. Harrison Ave in Hidalgo County, Texas.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 17th day of April, 2007 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Verizon Southwest Incorporated hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a buried cable; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- Proposes to construct a communication line within the right of way of a County Road in Weslaco, Hidalgo County, Texas.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 17th day of April, 2007 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2" water/gas/sewer/irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- Approximately ½ mile going South from Mile 9N on the East side of Mile 2W – Bore- Bernardo Carrillo; ¾" meter installation.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

Consent Items
CC CONSENT

Date: 04/17/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

1. Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our participation with TBPC Cooperative Purchasing Program for the following:
 - a) HP Direct (DIR-SDD-223) Requisition # 108344, Planning Dept., for the total of \$6,772.00
 - b) SHI Government (DIR-SDD-198) Requisition #107589, Sheriff's Dept., for the total of \$2,865.00
 - c) CDW-G (DIR-SDD-223) Requisition #108522, Sheriff's Dept., for the total of \$4,614.99
2. Requesting authority to enter into a 36-months Copier Lease Agreement thru TBPC "Xerox" for the Purchasing Dept. at \$666.22/month, requisition #107732
3. Requesting authority to enter into a one year maintenance agreement with IDENTIX LIVESCAN for the Sheriff's Department, for the scanning machine of fingerprints in the total amount of \$10,163.00/year. Effective June 17, 2007 through June 16, 2008.
4. Requesting authority to enter into a one year maintenance agreement/technical support with ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTION, INC. in the total of \$3,000.00/year for the Planning Department. Effective August 2, 2007 through August 1, 2008.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** Various & Line Item Transfers
FUNDS AVAILABLE Y/N?: Yes/Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Consent Items](#)
 Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/13/2007 02:56 PM	APRV
2	Budget & Management	Dina Trevino	04/13/2007 03:10 PM	APRV
3	Dale Kennan	Dale Kennan	04/13/2007 04:55 PM	APRV
4	Auditor's Office	Linda Fong	04/14/2007 08:57 AM	APRV
5	Janie Lozano	Janie Lozano	04/16/2007 08:31 AM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Matilde Faz **Started On:** 04/10/2007 04:13 PM
Final Approval Date:

Requisition

Req # 00108344

PO #

Date: 04/05/07

*Consent
3378
4/17/07*

Bill To: x
x

Vendor: 283673
HP DIRECT
C10GM
10810 FARNAM DRIVE
OMAHA NE 68154

Ship To: PLANNING/ZONING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:
Req. 24

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		6 computers DO NOT DUPLICATE ORDER		
5	EACH	RT801UA#ABA HP Compaq dc5700 SSF base unit power supply	557.00	2,785.00
5	EACH	PX849AA#ABA HP 1706 17 inch LCD Flat Panel Monitor- Analog only	199.00	995.00
1	EACH	ER236AV HP - xw6400 WORKSTATION microsoft Windows SATA- SAS	2,719.00	2,719.00
1	EACH	EM869AA#ABA HP L1940T 19-inch LCD Flat Panel Monitor	273.00	273.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-419-10-210-001-0-745 = 2,992.00	6,772.00	
		665 = 3,780.00 <i>line item transfer pending</i>	Freight	.00
		<u>6,772.00 = *attached*</u>	Total	6,772.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		1-2 = 665		
		3-4 = 745		
		<i>Asset # 46784</i>		

Authorized By: _____



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

DATE: April 05, 2007

DEPARTMENT HEAD: Raul E. Sesin, P.E.

ACCT NUMBER: 7-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1100-419-10-210-001-0-747	Software	→	7-1100-419-10-210-001-0-336	Computer Services	\$3,000.00
7-1100-419-10-210-001-0-667	Minor Software	→	7-1100-419-10-210-001-0-336	Computer Services	336.00
7-1100-419-10-210-001-0-684	Tires & Tubes	→	7-1100-419-10-210-001-0-336	Computer Services	200.00
7-1100-419-10-210-001-0-745	Computer Equipment	→	7-1100-419-10-210-001-0-665	Minor Computer Equipment	3,780.00
TOTAL					\$7,316.00

Reason: According to the Auditors we need to use object 7-1100-419-10-210-001-0-336 in order to pay for the AutoCAD and GIS License renewals, so then we need to transfer the monies. According to Accounts Payable Obj. 336 needs to be used because the license renewals include technical support. Also need to transfer monies to minor computer equipment since the five computers are under \$1,000.00 each.

Raul E. Sesin, P.E. /cc 4-13-07
Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

D/I/LIT041707

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00107589

PO #

Date: 03/26/07

Document # 3378 # 4/17/07

Bill To: x
x

Vendor: 287199
 SHI GOVERNMENT SOLUTIONS, INC.
 1250 CAPITAL OF TX HWY
BLDG. 1 #350
 AUSTIN TX 78746
 FAX (512)732-0232

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: G. TIJERINA
 956-393-6013

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3	EACH	CREATIVE SUITES PREMIUM V.2.3-UNIVERSAL ENGLISH WINDOWS-NEW LICENSE-CIP-G 4.5 LEVEL 2-PRMO ADOBE-CLP GOVERNMENT LICENSING (ITEM# 54021485WT)	925.00	2,775.00
1		CREATIVE SUITES PREMIUM V.2.3-UNIVERSAL ENGLISH WINDOWS-CD SET-NACT ADOBE CLP4.5-N.A.-ENGLISH-MEDIA/DOCS (ITEM#28040540)	23.00	23.00
1		CREATIVE SUITES PREMIUM V.2.3-UNIVERSAL ENGLISH MULTIPLE PLATFOMS (MAC & WIN) DOC. SET ADOBE CLP4.5- N.A.-ENGLISH-MEDIA/DOCS (ITEMS#48040101)	67.00	67.00
		Account No	Encumbrance	
		7-1227-421-00-280-005-0-667	2,865.00	
			Freight	.00
			Total	2,865.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00108522

PO #

Date: 04/10/07

*Consent
 # 3378
 4/17/07*

Bill To: x
 x

Vendor: 153915
 CDW GOVERNMENT INC.
 200 N MILWAUKEE AVE
 VERNON HILL IL 60061

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: G. TIJERINA
 956-393-6013

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
25	EACH	DO NOT DUPLICATE ORDER		
		SONY CYBERSHOT DSCW55 (ITEM#1133186)	183.00	4,575.00
1		FREIGHT	39.99	39.99
		Account No	<u>Encumbrance</u>	
		7-1100-421-00-280-001-0-664	4,614.99	
			Freight	.00
			Total	4,614.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00107732

PO #

Date: 03/27/07

Consent
4/17/07
#3378

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: PURCHASING DEPARTMENT
100 E. CANO, 4TH FL
EDINBURG TX 78539

Contact: NIELDA
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6	MONTH	Unit Commodity Code 985-26-23430-1 Xerox lease on copier WCP255 \$ 444.01 monthly	444.01	2,664.06
6	MONTH	Commodity Code 985-27-43024-7 Printer & Scanning	135.85	815.10
6	MONTH	Commodity Code 985-27-43036-1 Scan & E-Mail	58.67	352.02
6	MONTH	Commodity Code 985-27-43079-1 Optional Fax Line	27.69	166.14
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-18-160-001-0-442	3,997.32	
			Freight	.00
			Total	3,997.32
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00108330

PO #

Date: 04/05/07

Consent
3378
4/17/07

Bill To: x
x

Vendor: 283215
IDENTIX INCORPORATED
P. O. BOX 581279
MINNEAPOLIS MN 55458-1279
FAX (952)932-7181

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: E. KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER LIVESCAN FINGERPRINTING SYSTEM IDX-106124 JUNE 17, 2007-JUNE 30, 2008 Account No <u>76</u> 7-1100-415-00-200-002-0-432	10,163.00 <u>Encumbrance</u> 10,163.00 Freight .00 Total	10,163.00 10,163.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

IDENTIX INCORPORATED

Fax Cover Sheet

REQ. 104330

To: **Sgt Larry Ortize**
Company: Hidalgo County Detention Center
Phone: 956-383-8114
Fax: 956-393-6027

From: **Diane Haney**
Company: IDENTIX INCORPORATED
Phone: 952-979-8479
Fax: 952-852-8747
E mail address: Diane.Haney@identix.com
Date: April 2, 2007

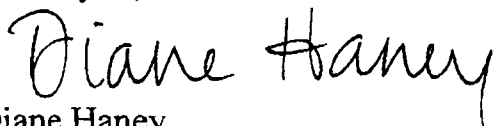
**Pages including this
cover page:** 1 of 7

Comments:

The maintenance on your TENPRINTER[®] Fingerprinting Equipment expires 6/16/2007. Attached is the Maintenance Agreement Addendum. For coverage, please date and sign the addendum; choose coverage, number of times you prefer preventative maintenance (if any) and return (both pages) with a copy of your purchase order, if one is required by your agency. If you have any problems or questions, please contact me at the numbers listed above.

PLEASE NOTE: As of *June 30, 2008* Identix will no longer provide a maintenance agreement for the 1133HF and 1133SF Tenprinter Livescan Fingerprinting systems. However, Identix will continue to support these systems on a Time and Material basis as long as parts are available. Please contact Justin Boothe at 512-733-0503 for information on the new TP-3000 livescan series Identix has to offer.

Thank you,



Diane Haney
Contracts Administrator

RECEIVED

APR 11 2007

PURCHASING DEPT.

Please visit our web site at:
<http://www.identix.com>

Identix Help Desk # 888-435-7439

PCL 2.28



MAINTENANCE AGREEMENT ADDENDUM

Identix, Incorporated

5600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888
 TIN #: 94-2842486

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DH-19127	04-02-2007	09-29-2007	None	IDX-106124

Billing Address

Hidalgo County Detention Facility
 711 El Cibolo Road
 Edinburg, TX 78539
 USA
 Sgt Larry Ortize
 956-383-8114
 956-393-6027

Equipment Location

Hidalgo County Detention Facility
 711 El Cibolo Road
 Edinburg, TX 78539
 USA
 Sgt Larry Ortize
 956-383-8114
 956-393-6027

**Please refer to System ID
 number when placing a service
 call.**

Your System ID# is: **IDX-106124**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-2000WEC	TouchPrint™ 600 Live-Scan System with	1	2,716.00	4,527.00	6,791.00	0.00
TP-XXXX-PM	Preventive Maintenance. Price per visit.	1	0.00	0.00	0.00	126.00
TP-1626	Modem	1	98.00	163.00	246.00	0.00
TP-2612LT	FBI-Accredited TouchPrint™ 600 Simplex	1	1,034.00	1,376.00	1,803.00	0.00
TP-XPRT-PM	Preventive Maintenance. Price per visit.	1	0.00	0.00	0.00	89.00
TP-617P0	TCPIP Interconnect Kit	1	36.00	60.00	91.00	0.00
TP-667N	NATMS AFIS Protocol Support	1	98.00	163.00	246.00	0.00
TP-671N	High Performance WSQ Compression Support	1	156.00	260.00	388.00	0.00
TP-691N	AccuCapture™ Slip to Roll Comparison with	1	197.00	328.00	491.00	0.00
TP-RSMM	RSM Pro Manager	1	43.00	71.00	107.00	0.00
TP-CSTX-TX101	Texas Live Scan Customization (Criminal)	1	0.00	0.00	0.00	0.00
Total (Except for Preventive)			\$4,378.00	\$6,948.00	\$10,163.00	\$215.00

NOTE: TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum.

Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number _____
 Secure ID, VPN, Other: Contact Name _____ Telephone Number _____

PERIOD OF COVERAGE:

*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

**Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

***Parts plus on site support 24 hours a day, 7 days a week.

****Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



MAINTENANCE AGREEMENT ADDENDUM

Identix, Incorporated
5600 Rowland Road
Minnetonka, MN 55343
Tel: (952) 932-0888
TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DH-19127	04-02-2007	09-29-2007	None	IDX-106124

Billing Address

Hidalgo County Detention Facility
711 El Cibolo Road
Edinburg, TX 78539
USA
Sgt Larry Ortize
956-383-8114
956-393-6027

Equipment Location

Hidalgo County Detention Facility
711 El Cibolo Road
Edinburg, TX 78539
USA
Sgt Larry Ortize
956-383-8114
956-393-6027

Please refer to System ID number when placing a service call.

EFFECTIVE START DATE: 06/17/2007 END DATE: 06/30/2008

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$4,378.00 per term of contract - prepayment.
- 9/5 price = \$6,948.00 per term of contract - prepayment.
- 24/7 price = \$10,163.00 per term of contract - prepayment.
- Preventative Maintenance Visits at \$215.00 per time x _____ times per term of contract = \$_____.

TOTAL Cost \$ _____ Maintenance plus Preventative price (if any).

Please check type of preferred billing: Annual Invoice or Quarterly Invoice or Monthly Invoice

BY: Diane Haney
 NAME: Diane Haney
 TITLE: Contracts Administrator
 DATE: April 02, 2007

P.O. #: _____
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

IDENTIX INCORPORATED SYSTEM MAINTENANCE TERMS AND CONDITIONS

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- System disconnect/reconnect services, as long as an Identix field service engineer does not have to be dispatched to the Customer's site (see III. A. Exclusions).

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Identix' *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix' Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction

applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer

in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED

WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

Requisition

Req # 00108728

PO #

Date: 04/12/07

Bill To: x
x

Vendor: 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'
INC.
FILE #54630
LOS ANGELES CA 90074-4630
FAX (909)335-8233

Ship To: PLANNING/ZONING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: IRMA CASTILLO
956-318-2840

Contract No:

Special Instructions:

Req # 25

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER 52384 Renewal GIS Arcinfo Maint software/License w/tech. support Starting 8-2-2007 to 8-1-2008 Account No _____	3,000.00	3,000.00
			Encumbrance	
			Freight	.00
			Total	3,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <i>OK'd as per Marie Jackson @ Auditor's Dept. to use obj code 336 = Live Item transfer pending *attached*</i>		

Authorized By: _____



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

DATE: April 05, 2007

DEPARTMENT HEAD: Raul E. Sesin, P.E.

ACCT NUMBER: 7-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1100-419-10-210-001-0-747	Softwarc	→	7-1100-419-10-210-001-0-336	Computer Services	\$3,000.00
7-1100-419-10-210-001-0-667	Minor Software	→	7-1100-419-10-210-001-0-336	Computer Services	336.00
7-1100-419-10-210-001-0-684	Tires & Tubes	→	7-1100-419-10-210-001-0-336	Computer Services	200.00
7-1100-419-10-210-001-0-745	Computer Equipment	→	7-1100-419-10-210-001-0-665	Minor Computer Equipment	3,780.00
TOTAL					\$7,316.00

Reason: According to the Auditors we need to use object 7-1100-419-10-210-001-0-336 in order to pay for the AutoCAD and GIS License renewals, so then we need to transfer the monies. According to Accounts Payable Obj. 336 needs to be used because the license renewals include technical support. Also need to transfer monies to minor computer equipment since the five computers are under \$1,000.00 each.

Raul E. Sesin, P.E. / *ice* 4-13-07
Department Head Signature

Approved Commissioners' Court

 / /
Date

Attest County Clerk

D//LIT041707

**AGREEMENTS/PURCHASES
CC CONSENT**

Date: 04/17/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item

CAPTION

1. Requesting authority to enter into a one month rental agreement for ten (10) laptops for the Elections Department with Rentex in the total amount of \$1,600.00 for requisition #108491.
2. Requesting authority to purchase five (5) TREQ 700WX phones through DIR for the Health Department with Sprint for a total of \$499.95 for requisition #108446.
3. Requesting authority to purchase ten (10) portable hand held radios for Pct. #1 with South Texas Communications for a total of \$2,100.00 for requisition #108415.
4. Requesting authority to enter into a one (1) year lease agreement for six (6) pagers for the I.T. Department through DIR contract with Metrocall for a total of \$1,295.60 for requisition #107946.
5. Requesting authority to enter into a one (1) maintenance/service agreement for a fax machine for the Adult Probation with IKON for a total of \$373.18 for requisition #108553.
6. Requesting authority to enter into a maintenance/service agreement for a fax machine for District Attorney's Office with Xerox for a total of \$679.05 for requisition #108345.

BACKGROUND

1. Laptops needed for May 2007 Elections.
2. Phones are replacements for old phones.

Revenue & Expenditures

FISCAL YEAR: 2007	ACCT. #: 71100414001300010442
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 71100441003400010664
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 71100432001210010664
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 71100415002000010533
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 71297423003200027432
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 71100412000800020432
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Link: [xerox](#)

Link: [Agreements/Purchases](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/13/2007 03:10 PM	APRV
2	Dale Kennan	Dale Kennan	04/16/2007 08:44 AM	APRV
3	Auditor's Office	Janie Lozano	04/16/2007 08:57 AM	APRV
4	Linda Fong			NEW
5	Court Administrator			

Form Started By: Priscilla Torres

Started On: 04/10/2007 01:06 PM

Final Approval Date:

Requisition

Req # 00108345

PO #

Date: 04/05/07

Bill To: x
x

Vendor: 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: Hidalgo County District Attorney
100 North Clossner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
9	MONTH	DO NOT DUPLICATE ORDER MAINTENANCE FOR FAX MACHINE IN CIVIL DEPT PY8-536099 INCLUDES TONER, PARTS AND REPAIR Account No 7-1100-412-00-080-002-0-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	75.45 <u>Encumbrance</u> 679.05 Freight Total	679.05 679.05
		<i>→ maint agreement</i>		

Authorized By: _____

Requisition

Req # 00108491

PO #

Date: 04/10/07

Bill To: x
x

Vendor: 324329
RENTEX, INC.
337 SUMMER ST.
BOSTON MA 02210
FAX (617)482-9415

Ship To: ELECTIONS
101 S. 10TH ST
ANNEX BLDG #2
EDINBURG TX 78539

Contact: PATTY ZAPATA
956-318-2570

Contract No:

Special Instructions:
REQ# 156

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
10	EACH	RENTAL OF LAPTOPS FOR MAY 2007 ELECTION.	125.00	1,250.00
1	EACH	SHIPPING	350.00	350.00
		Account No	<u>Encumbrance</u>	
		7-1100-414-00-130-001-0-442	1,600.00	
			Freight	.00
			Total	1,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RENTEX

Computer & AV Rentals

Headquarters: TF: (800) 545-2313
 337 Summer Street Fax: (617) 482-9415
 Boston, MA 02210 www.rentex.com

RENTAL ORDER

Order Number: RO34915
 Order Date: 04/12/07
 Page: 1

Bill To: HIDALGO COUNTY TEXAS
 101 10TH AVENUE
 EDINBURG, TX 78541

Ship To: HIDALGO COUNTY TEXAS
 MIKE RAMIREZ
 101 10TH AVENUE
 EDINBURG, TX 78541

Customer ID HIDA4
 Ship Via UPS Second Day Air Service
 Terms Net 30 Days

P.O. Number
 P.O. Date 04/12/07
 Salesperson Shiva Rampersad - shiva@rentex.co

Items Rented					
Item / Description	Quantity	Rental Term	From / Thru	Unit Price	Total Price
1929 IBM TP R50 CENTRINO 1.4GHz 14" 1GB Ram / 40GB Hard Drive / DVD-CDRW 14.1" XGA Screen / Gigabit Ethernet Intel 802.11b wireless (Product # 1836-2QU) Replacement Value = \$1,489.00	10 Each	1 Month	04/18/07 05/17/07	125.00 per Month	1,250.00
2456 MS WINDOWS XP PROFESSIONAL	10 Each	1 Month	04/18/07 05/17/07	0.00 per Month	0.00
2502 MS OFFICE XP PROFESSIONAL	10 Each	1 Month	04/18/07 05/17/07	0.00 per Month	0.00

Items Sold				
Item / Description	Quantity	Sale Date	Unit Price	Total Price
SHIP-RENT Shipping-Rentals (Round Trip) SHIPPING 4/18/07 FOR ARRIVAL ON 4/20/07 RETURN SHIPPING LABELS INCLUDED WITH SHIPMENT RETURN SHIP BY 5/18/07	1 Each	04/18/07	350.00	350.00

Credit Card No. Credit Card Holder Expiration Date

Total: 1,600.00

Signature _____ Date: _____

ADDENDUM TO CONTRACT

Company / Customer Name: Hidalgo County Texas

Date: 4/12/07

Rental Order # 34915, consisting of equipment and services detailed on Advance Contract or Invoice.

TERMS & CONDITIONS

1. GENERAL CONDITIONS. Renter agrees to rent the equipment specified on the front from Rentex Inc.. 337 Summer Street, Boston, MA 02210. The rental fees, the start date and rental term per item shall be as noted on the front. The renter agrees to pay the aforementioned rental fees for the Entire rental term specified and to return the equipment in the same condition as received, normal wear and tear excepted. The undersigned also agrees to be responsible for the safe keeping of the equipment and to reimburse Rentex for any loss or damage that might occur. You agree not to disassemble the equipment for any purpose nor will you tamper with its internal components in any way unless given written permission by Rentex. In the event of total equipment loss due to theft, fire, damage, opening or tampering with the equipment, or any other cause, the undersigned agrees to pay Rentex the full replacement value for each piece of equipment noted on the front by the heading titled "Repl. Value". If equipment loss insurance is desired it is the renters responsibility to provide it. Unless canceled by the renter at the end of the contract term this contract automatically renews itself at the same rate and period specified on the front. It is the renter's responsibility to terminate this contract and ensure that the equipment is returned. It is understood that the equipment will be located at one of the renters addresses specified on the front and may not be moved with out permission from Rentex Inc.. This contract is non-transferable to any other party, renter without permission from Rentex. Rentex reserves the right to terminate this agreement at any time and retake the equipment.

2. PAYMENT TERMS. Rental charges are due in advance on the first rental day of each period. This contract is in itself an invoice from which the renter may pay. The undersigned agrees to pay Rentex's costs and expenses of collection and repossession including the maximum attorney's fees permitted by law, if this contract is breached. In such case, rental charges continue to accrue until full payment is received by Rentex Inc., less ten days. Renter authorizes Rentex to charge any or all of his or her credit card (s) for any over due contract charges. All overdue contract charges are subject to a finance charge of 18% per year. Renter agrees to pay the full rental rate for the entire period contracted even if the equipment is returned early. Rentex does not prorate contract charges in any event. If renter desires to return the equipment early and Rentex at our discretion agrees to release him or her from this contract, renter agrees to pay a \$50.00 escapement fee and retroactively pay Rentex's published rental rate for the period the equipment was in his or her possession. If any rental charges are not paid within (30) days of their due date, we in our discretion may recalculate all charges on a daily rental basis.

3. RESPONSIBILITY FOR USE. Renter agrees he is entirely responsible for knowing how to operate and configure all rented equipment and/or software. Rentex is under no obligation to

instruct the renter. Rentex's set-up fee if any covers only physically plugging together the various rental components. Any further configuring, interfacing, switch settings, software manipulating, etc. is the renter's sole responsibility. Renter assumes full responsibility for performing proper and timely backups of his data.

4. WARRANTY DISCLAIMER. WE MAKE NO WARRANTY NOR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP. You agree that you have selected the equipment based upon your own judgment and knowledge and are aware of possible malfunctions, which are inherent in the operation of such equipment. You assume all risks inherent in the operation and the use of the equipment. You agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold us harmless from and here by release us from any and all claims for damage of any kind resulting from the use, operation or possession of the equipment. You shall be responsible for such damage whether or not be claimed or found that such damage may have resulted in whole or in part from our negligence, from the defective condition of the equipment or from any cause. We shall not be responsible:

- a) Any personal injury or property damage
b) Any loss or alteration of the data contained on your storage disks or the internal memory of the equipment.
c) Any incidental or consequential damages, including the loss of anticipatory profits.
d) The compatibility, unsuitability or incapacity of the equipment or the operating software to perform with any applications software used by you.

5. EQUIPMENT FAILURE. Rentex agrees to provide free repair service for normal wear and tear during the rental term. You agree to immediately discontinue any attempt to use the equipment at any time it fails to operate properly and you will immediately (one hour or less) notify us of the problem. We agree in our discretion to make the equipment operable within a reasonable time, within our normal business hours, provide you with replacement if available or adjust the rental charges. This provision does not relieve you from any of the obligations imposed by this lease.

6. MODIFICATION OF CONTRACT. This document represents our entire contract, and there are no collateral, oral or, other agreements outstanding. None of our rights may be changed except in writing signed by an officer of Rentex Inc. and made a part of this lease.

I HAVE READ AND UNDERSTAND THE ABOVE.

[Signature]
Customer Signature

Shiva Rampersad
Rentex, Inc.

[Signature]
Print Name





Rentech Solutions

877.398.RENT
(7368)

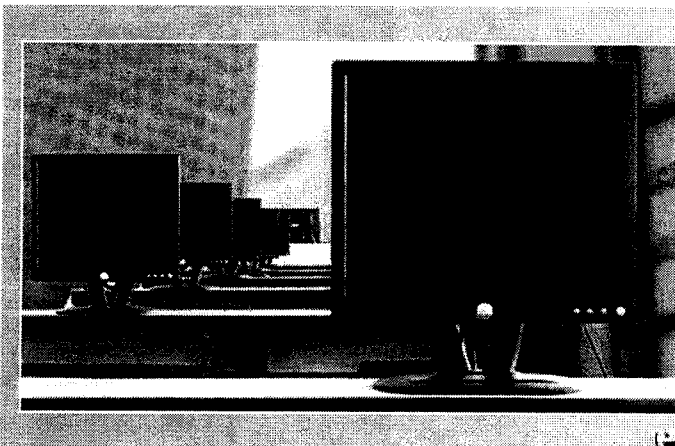
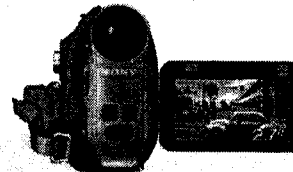
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- or -

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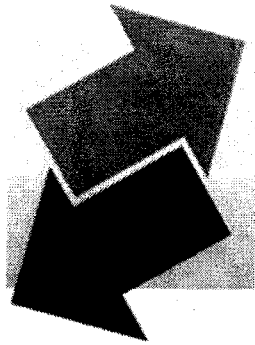
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- Quality Equipment at Affordable Prices



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Rental Quotation Prepared For:

Rentech Solutions

Hidalgo County Texas /
Contact: Renan Ramirez



rentacomputer.com

RENTAL PROPOSAL

Your Technology Travel Agent

Anthony Cipollone
Office: 800-736-8772 Ext. 241
Fax: 800-440-1662
After Hours Cell: 513-290-2028
tcipollone@rentacomputer.com
www.rentacomputer.com

Quote Date: 1/11/2006

Quote #: 1514689

Company Information

Company: Hidalgo County
Name: Renan Ramirez
Address:
, TX
Phone: 956-292-7011
Fax:
Email: renan@co.hidalgo.tx.us

Delivery Information

Company: Hidalgo County
Contact Name: Renan Ramirez
Address:
, TX
Contact Phone: 956-292-7011
Alt. Contact/Phone:
Notes:

Payment/Rental Information

Rental Period: Monthly Delivery Date: 4-20-07 Pickup Date: 5-20-07
Pay Method: [X] Credit Card [] Net Terms [] Prepay Check FRP Points: 19

Table with 4 columns: Quan., Equipment Description, Unit Price, Total. Includes items like PIV 1.4Ghz Notebook and Round Trip Freight.

Thank you for your request for quotation! Please review the configuration and pricing for accuracy. To confirm your order, please sign below and return the proposal by email to sales@rentacomputer.com or by fax to 800-440-1662. All Rentals subject to Terms and Conditions attached.

Cancellation Policy: 50% fee for orders cancelled with 48 hour of scheduled delivery date. 15% cancellation fee is applied if order is cancelled after reservations. Shipped orders refer to ship date.

Acceptance Signature

Signature:
Printed Name:
Date:

Billing Information

Type: MasterCard Visa Amer Ex.
Name on Card:
Address:
Card #:
3-Digit V-Code:
Exp. Date:

Rentacomputer.com - Terms And Conditions

1. Equipment. The equipment, accessories and software (the "equipment") rented by Lessee is and shall remain the Lessor's property. Lessee shall not remove, alter or efface any stencil, plate, label or other indication of Lessor's ownership. Lessee shall have no rights or property interest in the equipment other than as set forth in this agreement. **2. Rent.** Lessee shall pay the rent indicated in this agreement for each and every monthly or other installment period or portion thereof, during which the equipment is rented, and shall pay any additional charges payable under this agreement, which shall be construed as additional rent, when due. Unless otherwise indicated, the initial monthly or other installment of rent and any other initial charges are due and payable upon delivery of the equipment and subsequent installments and payments shall be due on the same day of each month as the date of delivery. Late charges accrue after 15 days. **3. Rental period.** The rental period begins on the date of delivery if the equipment is delivered by 5:00pm, otherwise it shall begin the following day, and continues through the regular business day that the equipment is made available for pickup, provided notice of availability for pickup is received by Lessor by 11:00am on that day. The rental period may be extended by Lessor, upon at least one week's notice by Lessee of its desire to extend. If Lessee holds the equipment beyond the term of this agreement or any agreed extension, it shall be liable for rent at twice the rate indicated herein for each installment period or portion thereof that the equipment is retained. **4. Adjustments.** Lessor reserves the right to increase rental rates upon 30 days notice to Lessee. Rental rates are based on the length of the rental period indicated in this agreement. If Lessee terminates this agreement prior to the expiration of the term indicated, Lessor may adjust the rent retroactively to reflect any higher rates normally applicable for the term actually rented. **5. Credit references and other representations.** This agreement is subject to Lessor's approval of appropriate bank, credit and business references and, if requested by Lessor, a current statement of Lessee's financial condition and earnings. If Lessor is unable at any time to verify that Lessee is a satisfactory credit risk or becomes aware of any other circumstance giving rise to insecurity, Lessor may rescind or terminate this agreement for default. **6. Location and inspection of equipment.** The equipment shall remain at the delivery location indicated in this agreement throughout the rental period, or as such other location agreed to in writing by Lessor. Lessor shall have the right to inspect the equipment at the indicated location at any time, with or without cause, during normal business hours and with reasonable advance notice to Lessee. **7. Use and storage of equipment.** The location, use and storage of the equipment shall be such as to provide at all times reasonable safeguards against damage, loss or theft. The equipment shall be operated only under the direct supervision of personnel in the direct employ of Lessor who are familiar with and qualified to operate such equipment. Lessee shall not engage in any activity, or permit the equipment to be used in connection with any activity, legal or illegal, which could result in confiscation, attachment or removal of, or the placing of any lien upon, the equipment. **8. Additional equipment.** If Lessor rents additional equipment under any prior or subsequent agreement, the term of which overlaps the term of this agreement, Lessor may consider all such agreements to be part of a single agreement. Lessee's breach of any such agreements shall be a breach of all of them, and Lessor's rights under any such agreement shall extend to all of them and all of the equipment rented thereunder. **9. Assignment and subletting by Lessee.** Lessee shall not assign this agreement in whole or in part, nor assign any right in or interest to the equipment, nor permit any lien or encumbrance to exist thereon. Subletting of the equipment, or any other transfer of possession or control of the equipment by Lessee is specifically prohibited. **10. Insurance.** Lessor shall have the right to require Lessee to furnish Lessor a certificate of insurance evidencing (1) that the equipment is insured for its full replacement value against damage or loss including theft, (2) that Lessor is a named insured on such insurance policy, and (3) that the Lessor shall be given not less than 30 days notice of cancellation or non-renewal of such policy. The policies, if required, shall be subject to Lessor's approval and shall be kept in force throughout the term of this agreement. **11. Warranty.** Lessor warrants that the equipment will be in good and operating condition upon its delivery to Lessee. In the absence of notice to Lessor within three working days of delivery, Lessee acknowledges that the equipment is in good and operating condition. LESSOR DOES NOT WARRANT THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE, WHETHER OR NOT SUCH PURPOSE OR USE IS DISCLOSED BY LESSEE. Lessor's liability for any failure of the equipment to operate under normal conditions of use is limited to the repair or replacement of the equipment as provided in this agreement, and Lessor shall not be liable for any other costs or damages, foreseeable or otherwise, resulting from the failure of the equipment to operate, including without limitation, any injuries to persons or property, consequential damages, business interruption or loss of data or profits. **12. Loss or damage.** Lessee promises to return the equipment in the same condition as upon delivery, ordinary wear and tear excepted. Lessee assumes full responsibility for loss, damage or injuries resulting from the use of the equipment and shall be liable to Lessor for loss of or any damage to the equipment to the full replacement value thereof. Rentals shall continue to be due and payable until any such loss or damage has been adjusted with Lessor. **13. Repairs, upgrades and service.** Lessee shall promptly notify Lessor of any malfunction of the equipment. All installation, assembly and disassembly, upgrades, servicing and repairs shall be made by Lessor. Lessor shall bear the cost of servicing and repairs, unwarranted service calls, or repairs made necessary by Lessee's fault or negligence, in which case Lessee shall pay for such service at the rate of \$85.00 per hour, portal to portal. If Lessor is unable to make required repairs within a reasonable time, it shall promptly replace the equipment. Lessee shall bear the cost of parts and service for upgrading equipment. **14. Authorized representatives.** Lessee represents that it is authorized or qualified to do business in the jurisdiction in which the equipment is to be located. Lessee shall furnish Lessor upon request (1) an appropriate certificate of good standing, current business license, or other evidence of such qualification, (2) a list of names and address of current partners, principal officers, or others authorized to act for or on behalf of Lessee, (3) corporate resolutions or other documentation of authority of Lessee's representatives. The individual executing this agreement for or on behalf of Lessee represents that he or she has all of the necessary authority to bind Lessee to this agreement. **15. Individuals bound.** If Lessee is a sole proprietorship, partnership, unincorporated association or corporation having three or fewer stockholders, or is not in fact qualified, authorized or licensed to do business as required by this agreement, any individual executing this agreement for or on behalf of Lessee shall be personally liable hereunder. This agreement shall be binding, jointly and severally, upon all partners of a partnership and upon all of Lessee's successors and assign, whether or not any of them are signatories hereto or have notice hereof. **16. Termination by Lessor.** This agreement may be terminated by Lessor at Lessor's option and without prejudice to any other remedy to which Lessor may be entitled at law or in equity or elsewhere under this agreement, by giving written notice of termination to Lessee if Lessee should: (1) File or have filed against Lessee a voluntary or involuntary bankruptcy petition under any chapter of the bankruptcy code; (2) institute or suffer to be instituted any proceeding for a reorganization or rearrangement of Lessee's affairs; (3) make an assignment for the benefit of Creditors; (4) become insolvent or have a receiver appointed; (5) remain in default in the performance of any obligation or payment of any indebtedness under this agreement for a period of 30 days. **17. Return of equipment.** At the expiration of the rental term, or upon receipt of any earlier notice of termination, Lessee shall promptly advise Lessor of the readiness of the equipment for pickup, and make it available at a date and time during regular business hours specified by Lessor. Surrender of the equipment by Lessee shall be made notwithstanding any claim, counterclaim, set-off or defense to termination made by Lessee. **18. Right of entry for inspection and repossession.** If Lessee fails to make the equipment available for inspection, or for pickup upon expiration or termination of this agreement, within a reasonable time after demand, Lessee hereby unconditionally authorizes Lessor to obtain entry of its premises or any other location where the equipment may reasonably be expected to be found for such purposes during regular business hours upon Lessor's demand, with or without legal process and forcibly if necessary, and waives any cause of action it may have in trespass or otherwise on account of such entry. If Lessee occupies leased premises, it represents that its landlord(s) (at all tiers) have consented to Lessor's entry of the premises for the purpose of inspection or removal of the equipment, and shall furnish Lessor such consent in writing upon request. **19. Governing Law.** This agreement shall be interpreted under and governed by the laws of the State of Ohio. Legal jurisdiction for any problem arising out of this contract is located in the City of Middletown, County of Butler, State of Ohio. **20. Interest.** Any amounts due and unpaid under this agreement shall bear interest at the rate of 1.5 percent per month (18%APR). **21. Waiver of breach.** No waiver by either party of any breach of any term or condition of this agreement shall operate as or be construed to be a waiver of any subsequent or continuing breach of, or as a modification or waiver of, this agreement or any such term or condition. **22. Assignment by Lessor.** All of Lessor's rights under this agreement, but none of its obligations hereunder, are subject to assignment by Lessor to First National Bank of Southwest Ohio ("assignee"). Upon notification of such assignment by Assignee, and without notice from or consent by Lessor, Lessee (1) shall pay all sums then and thereafter owing under this agreement, when and as they are due, directly to Assignee at First National Bank of Southwestern Ohio, Third and High Streets, Hamilton, Ohio 45011, and (2) shall assert no claim, counterclaim, set-off or other defense against Assignee that it may now or hereafter have against Lessor. **23. Employees.** THE EMPLOYEES PROVIDING SERVICES HEREUNDER TO THE CUSTOMER ARE THE EMPLOYEES OF Rentacomputer.com, or its successors and assigns, and the customer acknowledges that said employees of Rentacomputer.com are an invaluable and integral part of the ability of Rentacomputer.com to operate and provide services hereunder to the customer. By acceptance of this contract, the customer hereby agrees that in the event it hires any of the employees of Rentacomputer.com or contracts with them as independent contractors for service to the customer, within (12) months of receiving its most recent service from RENTACOMPUTER.COM, Inc, the customer shall pay to RENTACOMPUTER.COM the sum of \$50,000 for the loss of said individual as an employee of Rentacomputer.com. **24. Repossession and Collection fees.** Lessee is responsible for all costs and expenses incurred by Lessor in repossessing or collecting any sums owing by Lessee, which may include, but are not limited to, recovery agency, collection agency and reasonable attorneys' fees. If Lessor incurs costs repossessing or collecting on any judgment arising out of Lessee's breach, Lessee will be responsible for all associated costs and this provision will survive the entry of any such judgment. **25. Disputes.** If any provisions under this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Any present or future claims or disputes arising out of or relating to this agreement or the breach thereof by either party shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final, and judgment thereon may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws. Submission of a claim or dispute to arbitration shall not be a waiver of or limitation on any rights or remedies of Lessor provided for in this agreement or otherwise available by law.

Requisition

Req # 00108446

PO #

Date: 04/09/07

Bill To: x
x

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

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	SPRINT PHONES TREO 700WX BY PALM TO REPLACE OLD PHONES FOR EDUARDO OLIVAREZ, EVANGELINA RUBIO, DANYTA DELAGAL, RIGOBERTO HINOJOSA AND CLARA RODRIGUEZ	99.99	499.95
1				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-441-00-340-001-0-661	499.95	
			Freight	.00
			Total	499.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIK

Authorized By: _____

Requisition

Req # 00108415

PO #

Date: 04/09/07

Bill To: x
x

Vendor: 34797
SOUTH TEXAS COMMUNICATIONS, INC.
P O BOX 3712
MCALLEN TX 78502-3712
FAX (956)687-1735

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: JORGE/RICK
956-968-8733

Contract No:

Special Instructions:
4038

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
10	EACH	DO NOT DUPLICATE ORDER MOTOROLA CP 125 UHF 1-4 WATT PORTABLE RADIO 4 CHANNEL <u>Account No</u> 7-1100-432-00-121-001-0-664 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	210.00 <u>Encumbrance</u> 2,100.00 Freight Total	2,100.00 2,100.00

Authorized By: _____

Requisition

Req # 00107946

PO #

Date: 03/30/07

Bill To: x
x

Vendor : 229857
METROCALL INC
4100 N 2ND ST
STE 600
MCALLEN TX 78504-2473

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: E. KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
9	MONTH	DIR-SDD-202 COUNTY WIDE - IT DEPART. DO NOT DUPLICATE ORDER QUANTITY OF SIX UNLIMITED MESSAGING FOR T900 2WAY PAGING, UNLIMITED 2WAY SERVICE @ 21.95 PER MTH PER UNIT. ADDITIONAL \$1.95 PER PAGER PER MONTH , PLUS \$5.00 SHIPPING AND HANDLING. <u>Account No</u> 7-1100-415-00-200-001-0-533 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	143.40 <u>Encumbrance</u> 1,295.60 Freight Total	1,295.60 5.00 1,295.60

DIR

Authorized By: _____



NEW ADD ON EXCHANGE DISCONNECT CHANGE TRANSFER REINSTATE OTHER:

OFFICE CODE AUS OFFICE FAX # _____ CONTRACT DATE 04/09/2007 CUSTOMER NO. 3559186

CUSTOMER NAME County of Hidalgo - IT Dept CUSTOMER TYPE _____ OE# _____

DATE OF BIRTH _____ SS#/FIN _____ EMAIL ADDRESS: _____

CONTACT GRISelda SALAZAR BUS. TEL. # 956-282-7010 EXT: _____ HOME TEL. # _____

BILLING ADDRESS SHIP TO ADDRESS (IF DIFFERENT FROM BILLING ADDRESS)

STREET 100 North Closer STREET 100 North Closer Blvd

STREET _____ STREET ATTN: IT Dept

CITY Edinburg ST Tx ZIP CODE 78539 CITY Edinburg ST Tx ZIP CODE 78539

CREDIT APPROVAL # _____ SALES REP # 300807 SALES REP NAME Mary Sifuentes SPLIT N/A %

BILL CYCLE m BILL FORMAT AGP AGC DET MEDIA: _____ FINANCE CHARGE YES NO SVC CODE _____ SIC CODE 9112

CONTRACT TERMS

PARENT ACCT # 3497920 LEVEL _____ DISCOUNT ACCT. # _____ BILL TO: PARENT CHILD

P.O. FLAG YES NO PURCHASE ORDER # _____ P.O. EXP DATE _____ P.O. \$ AMOUNT _____

TAX EXEMPT YES NO STATE Tx TAX EXEMPT # 74-60000777-6 CONTRACT TERM: 1 YR. 2 YR. 3 YR. OTHER Customer Initials _____

START BILLING DATE / / END BILLING DATE / / REASON CODE: _____ BILL PLAN RATES ARE: MONTHLY QTRLY SEMI-ANNUAL ANNUAL

EQUIPMENT NO.	CONTRACT DETAIL			EQUIPMENT PURCHASE PLAN		
	UNIT 1	UNIT 2	UNIT 3	Equipment Model	Installment Term	(Total tax on Equipment billed up front.)
<u>SIP (6)</u>						
EQUIPMENT PURCHASE						
EIP CREDIT (IF APPLICABLE)						
NO. OF INSTALLS/CHARGE	/ \$	/ \$	/ \$	Customer Liable for Balance	Customer Initials	
ANCILLARY EQUIPMENT CHARGES						
SERVICE TYPE/MODEL	<u>T900 JURY</u>					
CHANNEL/FREQUENCY	<u>940.0250</u>					
CAPCODE						
HOLDER						
PROMO CODE						
CPG (MARK X IF YES)						
DEVICE OR TELEPHONE#	<u>956-282-</u>					
PIN						
ADDITIONAL TELEPHONE #						
OVERCALL CODE	<u>T7</u>					
SERVICE PKG ALLOW/SPER OVERCALL	<u>unlimited</u>	/ \$	/ \$			
OPER DISPATCH CALL ALLOW/SPER OVERCALL	/ \$	/ \$	/ \$			
BASE RATE CHARGE	\$ <u>21.95</u>	\$	\$			
ADD FEATURE CODE/CHARGE	<u>240</u> / \$ <u>1.95</u>	/ \$	/ \$			
ADD FEATURE CODE/CHARGE	/ \$	/ \$	/ \$			
ADD FEATURE CODE/CHARGE	/ \$	/ \$	/ \$			
ADD FEATURE CODE/CHARGE	/ \$	/ \$	/ \$			
COVERAGE CODE/CHARGE	/ \$	/ \$	/ \$			
VOICEMAIL CODE/CHARGE	/ \$	/ \$	/ \$			
PERSONAL 800 # CODE/CHARGE	/ \$	/ \$	/ \$			
SUB OF BASE RECURRING CHRGS.	/ \$	/ \$	/ \$			
PROTECT/MAINT CODE/CHRG/DEDUCTIBLE	/ \$ / \$	/ \$ / \$	/ \$ / \$			
PTC CHARGES	<u>N/A</u>					
USF FEE	<u>N/A</u>					
OTHER RECURRING CHARGES	<u>N/A</u>					
TOTAL RECURRING CHARGES						

COMMENTS:

Total Equipment Charges \$	<u>0</u>
First Bill Plan \$	<u>0</u>
Admin. Connect/Charges \$	<u>0</u>
Admin. Fee \$	<u>0</u>
Deposit \$	<u>0</u>
Total Tax / Surcharges \$	<u>0</u>
Shipping / Handling \$	<u>5.00</u>
INTERNAL USE ONLY <input type="checkbox"/> A/R INITIAL <input type="checkbox"/> Q/C INITIALS	GRAND TOTAL DUE \$

EQUIPMENT PURCHASE PLAN

Equipment Model _____

Installment Term _____

(Total tax on Equipment billed up front.) _____

Customer Liable for Balance _____ Customer Initials _____

ACCOUNT DISCONNECT/SWAP FEES

Account Disconnect Fee: \$25.00

Swap Fee: \$10.00 Customer Initials _____

SALES SUMMARY CHECKLIST

I understand the policies regarding:

Equipment Charges and Returns Automatic Payments

Airtime Charges Admin Fee

Cancellation Policy & Fees Payphone Charges

Reactivation Charge USF Charges

Payment Options, Methods and Obligations Shipping Fees

I understand that the charges associated with my bill plan are stated in the Bill Plan section of this sales contract.

Customer Initials _____

PAYMENT INFORMATION

VISA MC DISCOVER AMEX CASH CHECK

APS CHECK # _____ AMOUNT: _____

CR. CARD # _____ EXP DATE _____

AMT: _____ AUTH. # _____

CARD HOLDER NAME: _____

SIGNATURE: _____

AUTO-CHARGE OPTION: CREDIT CARD CHECK ACCT

(ATTACH COPY VOIDED CHECK)

MY SIGNATURE HEREUNDER ACKNOWLEDGES THAT I HAVE REVIEWED THE SALES SUMMARY CHECKLIST ABOVE AND I HAVE READ AND ACCEPT THE CONTRACTUAL TERMS AND CONDITIONS APPEARING ON THE REVERSE OF THIS AGREEMENT. BY SIGNING BELOW, I AUTHORIZE YOU TO CHECK MY REFERENCES AND TO SUBMIT MY NAME AND/OR COMPANY NAME TO CREDIT INFORMATION BUREAUS FOR APPROVAL PURPOSES. I UNDERSTAND THAT THE APPLICABLE TAXES AND SURCHARGES WILL BE APPLIED AT THE TIME OF INVOICING.

AUTHORIZED SIGNATURE _____ DATE _____

PRINT NAME AND TITLE _____

ARCH/METROCALL SIGNATURE _____ DATE 4/9/2007

TERMS AND CONDITIONS

The terms and conditions stated herein are part of the Sales and Service Agreement (and, if applicable, are in addition to any additional terms stated in any Special Order or elsewhere herein) and, if applicable, are in addition to any additional terms stated in any Special Order or elsewhere herein. The Sales and Service Agreement and shall govern the relationship between the customer (the "Subscriber") and Arch Wireless, Inc. ("Company") with respect to the subject matter hereof. By accepting the terms and conditions of this Agreement, you agree to the terms and conditions of Company's Acceptable Use Policy and Privacy Policy (as either may be amended from time to time), which are available at www.usamobility.com and incorporated into this Agreement. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE RETURN YOUR COMMUNICATION DEVICE(S) WITHIN FOURTEEN DAYS OF YOUR RECEIPT THEREOF. UPON THE EARLIER OF YOUR USE OF THE SERVICES (AS DEFINED BELOW) OR THE EXPIRATION OF THE FOURTEEN-DAY PERIOD, SUBSCRIBER AGREES TO BE BOUND HEREBY.

Services: Subject to the terms and conditions stated herein, Company shall provide services consistent with the normal and reasonable standards of the wireless messaging industry (the "Services"). Service may include telecommunications services or facilities supplied by other carriers or other third parties and selected by Company at its sole option and discretion. Notwithstanding the foregoing, Company shall be responsible for billing, customer service and Service-related issues. In the event that Service is interrupted for any reasons, Subscriber's sole remedy shall be the pro rata adjustment to the fixed monthly charges for Service of the affected Device (an "Adjustment"). Notwithstanding the foregoing, an Adjustment shall only be made: (i) for interruptions of more than 36 consecutive hours in duration and (ii) from the time Company receives written notice of such interruption until the termination of such interruption. No Adjustment shall be made if the interruption is caused by (i) Subscriber's or any person's use of Subscriber's Device, including, among other things, (a) failure to comply with the Device's operating instructions or (b) any breach hereunder, (ii) any act or event beyond the reasonable control of Company (a force majeure event), (iii) activities reasonably necessary or appropriate for the proper maintenance or improved operations of Company and the Services or (iv) signal or coverage limitations. Subscriber shall not use Services for any unlawful purpose (including, without limitation, violation of any applicable law, regulation or ordinance) or in a manner that could adversely affect Company's business reputation or service to others.

Warranty Disclaimer: THE LIMITED WARRANTIES AND THE REMEDIES CONTAINED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY, CONCERNING THE SERVICE OR COMPANY'S FACILITIES, NETWORK OR SYSTEM, OR THE CONDITION OF ANY HARDWARE, SOFTWARE, OR SYSTEM. COMPANY DOES NOT WARRANT THE PERFORMANCE OF ANY NETWORK OR SYSTEM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WHICH COMPANY SPECIFICALLY DISCLAIMS. IF A MANUFACTURER HAS INCLUDED ANY WARRANTIES WITH THE DEVICE, THE MANUFACTURER SHALL BE SOLELY RESPONSIBLE FOR SUCH OBLIGATIONS AND SUBSCRIBER AGREES TO SEEK ANY REMEDIES SOLELY AGAINST SUCH MANUFACTURER.

Limitation on Liability: NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY DESCRIPTION ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE CAUSE THEREOF, AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER CLAIM.

Indemnity: Other than as specifically provided to the contrary elsewhere herein, Subscriber hereby indemnifies and holds Company harmless from any and all claims, actions, proceedings, expenses, damages and liabilities (including reasonable attorneys' fees) (each, a "Claim") resulting from or arising out of: (i) any breach by Subscriber of its obligations under this Agreement (which shall include breach of Company's Acceptable Use Policy, Privacy Policy, and any other policies that are incorporated herein by reference); (ii) any violation by Subscriber of a third party's trade secrets, proprietary information, trademarks, copyrights or patent rights in connection with the use of the Device or Services under this Agreement; (iii) any violation by Subscriber of any federal, state or local laws governing the use of the Device or Services; (iv) the use or operation of the Device or the Services; (v), or any acts, errors, negligence, representations or omission of the Subscriber or its employees, affiliates or agents; and (vi) any costs or expenses incurred by Company in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof, including, without limitation, any Claim arising out of any exposure to or arising from RF emissions, if any. This indemnification shall survive the termination or expiration of this Agreement by two years.

The Device: Company agrees to sell the Device and any accessories (the "Purchased Device"), or lease the Device and any accessories (the "Leased Device") to Subscriber on the terms and conditions stated in this Agreement. Each Purchased Device and Leased Device is a "Device", which shall include one-way receiving and/or two-way receiving and transmitting devices. The Device may be encrypted by the Company with a password to prevent theft, misuse, inventory control and certain contract protections, and Subscriber shall not disable or remove that password.

Leased Device: Title in Leased Device remains with Company. Subscriber agrees to maintain the Leased Device(s) in good operating condition and appearance, free from any liens or encumbrances. Subscriber agrees to return Leased Device to Company in its original condition, ordinary wear and tear excepted, upon the expiration or termination of this Agreement. In the event the Leased Device is not returned in its original condition, ordinary wear and tear excepted, Subscriber shall be charged for the necessary repairs or if the Leased Device is damaged beyond commercially reasonable repair, Subscriber shall be charged the original purchase price of the Leased Device. In the event the Leased Device needs repairs during the term (as defined below), and the Leased Device is not damaged beyond commercially reasonable repair, the Leased Device shall be repaired by the Subscriber. Subscriber shall be responsible for all shipping costs associated therewith. In the event the Leased Device needs repairs, and the Leased Device is damaged beyond commercially reasonable repair, and Subscriber has not purchased Protection (as defined below), Company shall send a replacement Leased Device. Subscriber shall be billed for the purchase price of such replacement Leased Device and Subscriber shall be responsible for all shipping costs associated therewith. In the event the Leased Device needs repairs and the Leased Device is damaged beyond commercially reasonable repair and Subscriber has purchased Protection, Company shall send a replacement Leased Device. Subscriber shall be billed for the applicable Deductibles (as defined below) and Subscriber shall be responsible for all shipping costs associated therewith. Company is under no obligation to repair or return the original Leased Device.

Purchased Device: Title in Purchased Device passes to Subscriber upon payment in full of the purchase price. Company offers no warranty with the Purchased Device. In the event the Purchased Device has defects or faulty workmanship, Subscriber shall contact the manufacturer pursuant to the manufacturer's warranty, if any. Under certain circumstances, Subscriber may be eligible to receive a replacement Leased Device, in accordance with the terms of the manufacturer's Automatic Payments (as defined below), in equal amounts, over a specified period (the "Purchase Period") of time ("Auto Pay Devices"). In the case of an Auto Pay Device, in the event of early termination prior to the expiration of the Purchase Period, Subscriber shall, among other things, pay the outstanding purchase price (the "Outstanding Purchase Price") due thereon. Under certain circumstances, Subscriber may purchase Devices pursuant to special arrangements with Company whereby Subscriber shall make payments in equal amounts, over the Purchase Period ("Time Purchase Devices"). In the case of a Time Purchase Device, in the event of early termination prior to the expiration of the Purchase Period, Subscriber shall, among other things, pay the outstanding balance (the "Outstanding Balance") due thereon.

Maintenance and Protection: Subscribers using Leased Devices may elect to purchase loss protection ("Protection"). Subscribers using Purchased Devices may elect to purchase maintenance protection ("Maintenance") and, under certain circumstances, if available, Subscribers using Purchased Devices may elect to purchase maintenance and loss protection ("Coverage"). Subscriber shall be responsible for all applicable deductibles (the "Deductible"), as in effect from time to time, on Maintenance, Protection and/or Coverage (collectively, "Care"). In the case of two-way Devices, Subscriber shall be responsible for the equipment swap fees (the "Swap Fees") which shall be charged to Subscriber each time a two-way Device is exchanged by Company. Care may not be available on all Devices at Company's sole discretion. Consult Company for the applicability of Care for the Leased Device and the Purchased Device and for applicable Deductibles and details relating to the Care program. Except as otherwise provided herein, and in accordance with Subscriber's payment of Deductibles and applicable Swap Fees, in the case of (i) Protection: if the Leased Device is (a) malfunctioning, Company shall, at its option, replace the Leased Device or perform repairs thereto and if the Leased Device is (b) lost, stolen or damaged beyond commercially reasonable repair, Company shall provide Subscriber with a replacement Leased Device; (ii) Maintenance: Company's sole obligation, at its option, is to replace, or perform minor repairs to a malfunctioning Purchased Device; (iii) Coverage: if the Purchased Device is (a) malfunctioning, Company shall, at its option, replace the Purchased Device or perform repairs thereto; if the Purchased Device is (b) lost, stolen or damaged beyond commercially reasonable repair, Company shall provide Subscriber with a replacement Purchased Device.

Company shall not provide services under the Care program unless Subscriber (i) pays all Deductibles and applicable Swap Fees, (ii) is current on all payments, (iii) pays for shipping and handling, (iv) if applicable, furnishes an affidavit of loss in a form satisfactory to Company and (v) exhausts all remedies under manufacturer's warranty, if any. Care shall be void if the Device is damaged due to misuse, tampering or repairs or modifications not authorized by Company. Subscriber shall be responsible for all costs associated with batteries and the Device's housing, clip and battery cover, whether or not Subscriber has purchased Protection, Maintenance and/or Coverage. Company is under no obligation to repair or return the original Device. Company reserves the right at its sole discretion, (i) not to offer Care to Subscriber or (ii) to terminate Subscriber's Care upon not less than five (5) days notice, provided Company shall issue a pro rata credit for the terminated period. Company shall not, however, issue any credit for any portion of Care in the event that the term of this Agreement expires or terminates prior to the Care period. Care is void for any device provided to another person.

Receipt/Delivery of Device: Unless the parties have made alternative return arrangements, Subscriber shall return the Device using packaging with ample padding to prevent damage in transit and shall prepay all shipping costs. If the returned Device is missing parts or is not in the condition it was provided to Subscriber, ordinary wear and tear excepted, Subscriber shall be responsible for the cost of the missing parts or for cost of returning the Device to its original condition.

Term: The initial term of this Agreement shall commence on the date that the Device is activated and shall continue for the period set forth elsewhere herein (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall renew on a full term to the extent that the Subscriber has not terminated this Agreement in writing. The term shall be set forth elsewhere herein. The Initial Term, together with any extensions shall be referred to as the "Term." Notwithstanding anything to the contrary contained elsewhere herein, in the event a Device is, or Devices are, added to an account hereunder, the term of the Agreement with respect to such additional Device, or Devices, shall not be shorter than the length of the Initial Term.

Price Adjustments: Company's mechanism for annual price adjustments is based on increases to the Consumer Price Index (CPI). Price adjustments will be made based on year-to-year percentage increases to the CPI. For example, a 3% increase in the CPI will yield a 3% increase in pricing. The adjustments will be based on the CPI as of November 1 of each year with the adjustment to take effect on the anniversary date of the Initial Term. The benchmark CPI will be determined as of November 1, 1999. Adjustments will not be made due to a decrease in the CPI.

Termination: Subscriber's failure to pay an invoice in full within 15 days of the date specified on the invoice shall be deemed past due and a material breach of this Agreement. In such event, without prior written notice by Company: (i) Service may be temporarily interrupted or terminated (ii) a reconnection charge of up to \$25 per Device may be charged to Subscriber's account; (iii) late charges shall accrue at the rate of 1.5% per month (or fraction thereof), or the highest annual rate, if lower; (iv) Company may apply Subscriber's deposit, if any, against the unpaid balance; (v) Company may

require an additional deposit to continue Service; and (vi) Subscriber agrees to pay all collection costs and reasonable legal fees incurred by Company as a result of Subscriber's late payment or non-payment. In addition to disconnection and/or reconnection charges, if Subscriber does not pay the Outstanding Purchase Price and/or the Outstanding Balance, as applicable, if Subscriber in good faith disputes any portion of the invoice, Subscriber shall make payment in full of the invoice and Subscriber shall notify Company of such dispute, in writing with supporting documentation, within 15 days of receipt of the invoice. The parties shall use commercially reasonable efforts to resolve any dispute. In the event the dispute is resolved in Subscriber's favor, Company shall issue a credit to Subscriber's account. In the event the parties are unable to resolve the dispute, the dispute shall be resolved as provided elsewhere herein. In the event of the occurrence of a material breach (other than a breach arising out of or relating to a payment failure) that remains uncorrected for more than 15 days after written notice describing the breach from the non-breaching party, the non-breaching party shall have the right to declare a default hereunder. In the event the non-breaching party declares a default hereunder, in addition to the other remedies specified herein, and subject to the limitations specified herein, the non-breaching party may pursue any and all remedies available to it at law and equity, including termination of this Agreement.

Cancellation: Subscriber's use of Services is at Subscriber's discretion. In the event Subscriber elects not to use Services, or Subscriber elects to cancel Services prior to the expiration of the Initial Term, Subscriber shall nonetheless be obligated to pay all recurring charges and outstanding balances through the end of the Initial Term plus an account disconnection fee (the "Account Disconnect Fee") as well as the Outstanding Purchase Price and/or the Outstanding Balance, as applicable. Upon the expiration of the Initial Term, Subscriber may terminate this Agreement by providing Company with not less than thirty (30) days written notice of Subscriber's desire to so terminate, provided Subscriber submits payment of all outstanding Charges (including without limitation any Outstanding Purchase Price and/or Outstanding Balance, as applicable) through the cancellation date with such written notice. Subscriber shall state in the written cancellation notice, the date on which Subscriber desires the Services to terminate, provided such date is not later than thirty (30) days from the date of receipt of such notice by Company. Should Subscriber fail to timely notify Company of any declaration of default, the Agreement shall automatically renew for an additional one-year term, to the extent permitted under applicable law. Company reserves the right to terminate this Agreement upon not less than thirty (30) days' notice to Subscriber. In the event Company so terminates this Agreement, Subscriber shall pay all Outstanding Purchase Prices and/or Outstanding Balances, as applicable, in no event shall any prepayments for Service and/or the Device be refunded or returned. In the event Subscriber desires to cancel prior to the expiration of the Initial Term and Subscriber has agreed to make payments by Automatic Payments, Subscriber's credit card and/or checking account shall be billed for the balance of the Initial Term.

E-Mail Addresses, Telephone and Personal Identification Numbers: Company shall assign e-mail address, telephone and personal identification numbers (the "Numbers") to Subscriber, as applicable, in its sole discretion. Subscriber shall not acquire any proprietary interest in any specific Numbers assigned, rather, Subscriber acknowledges that all Numbers are proprietary to Company to the fullest extent allowed under law. Company does not guarantee the assignment of any particular number, prefix, or exchange and reserves the right to assign, designate, reassign or change Numbers as possibly necessary to conduct its business. Company hereby grants the use of a Number only on a revocable basis; no rights shall accrue to Subscriber relating to such Number even if Subscriber has made all required payments. The use of a Number is subject to Company's Acceptable Use Policy and Privacy Policy, available online at www.usamobility.com.

Deposit: At Company's sole discretion, Subscriber may be required to pay a deposit for Service or the Device(s). Company may apply the deposit in its discretion against amounts owed during the term and upon termination of this Agreement. To the extent that Company applies all or any part of the deposit, Company may require Subscriber to provide Company with an additional deposit. Interest will not be paid on the deposit unless required by law.

Charges: ("Charges" for Service and Device(s)) shall be set forth on the invoice. Charges shall be in accordance with Company's applicable charges in effect from time to time, which Company may change without prior notice. Charges may include charges for shipping, activation or connection, and programming. Company may require the payment of certain Charges upon execution of this Agreement ("Initial Charges"). Additional charges may apply for overcalls and changes to Service or Device(s). Charges, other than overcall charges, shall be payable in advance. Company reserves the right to pass on to Subscriber, in addition to the Service and Device Charges, costs incurred or contributions Company is required to make pursuant to any tax, levy or surcharge, local and federal Universal Service Fund charges or similar charges arising out of the provision of Services or Devices to Subscriber. Subscriber shall pay in addition to any charges described above, any assessment, duty, tax, or similar charge imposed by any local, state or federal government or governmental agency with respect to Service or the Device. In the event of rollover, unearned minutes, promotional offerings (collectively, "Special Offers"), the initial charges shall remain in effect until the termination of the Special Offers and Company shall have the right, without further notice, to implement the then current charges.

Payment Methods: Payments may be made by automatic withdrawal from Subscriber's checking account (other than the deposit, if any and the Initial Charges) or by credit card (collectively, "Automatic Payments"). Subscriber may, at any time, provide appropriate information to Company. Subscriber's election to use Automatic Payments authorizes Company to seek payment from Subscriber's credit card issuer or bank, as applicable, for the full amount of the Charges. By electing Automatic Payment, Subscriber (i) acknowledges receipt of Service for the total Charges set forth on each invoice and, as applicable, (ii) as the cardholder, agrees to perform the obligations pursuant to Subscriber's agreement with the credit card issuer. After the expiration of the Initial Term, Subscriber may cancel Automatic Payments for future Charges by providing Company with not less than thirty (30) days written notice, provided Subscriber of Auto Pay Devices shall pay the Outstanding Purchase Price due thereon prior to canceling Automatic Payments. Subscribers using Automatic Payments are solely responsible for the maintenance of appropriate balances in their checking accounts and credit cards, and availability in their credit card accounts, including, without limitation, the valid non-expiration of their credit cards. COMPANY, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO SUBSCRIBER, RESERVES THE RIGHT TO CHARGE ANY AMOUNTS DUE HEREIN BY SUBSCRIBER AGAINST SUBSCRIBER'S CREDIT CARD AND/OR CHECKING ACCOUNT, BY ACCEPTING SERVICE. SUBSCRIBER HEREBY AUTHORIZES COMPANY TO MAKE SUCH CHARGES AGAINST SUBSCRIBER'S CREDIT CARD AND/OR CHECKING ACCOUNT.

Credit Information: Subscriber consents to Company's disclosure of credit information to consumer reporting agencies, credit bureaus, or private credit reporting associations. Subscriber warrants that all information furnished to Company was, at the time of application for credit and delivery of the Device, true and correct, and acknowledges any inaccuracy shall entitle Company to suspend Service and Subscriber shall be responsible for payment of all Charges through the date thereof and any disconnection and/or reconnection fees, including without limitation the Account Disconnect Fee, plus in the case of the (i) Leased Device, Subscriber shall return the Device to Company; (ii) Auto Pay Devices, Subscriber shall make payment of the Outstanding Purchase Price and (iii) Time Purchase Devices, Subscriber shall make payment of the Outstanding Balance.

Applicable Law/Venue/Remedies: This Agreement will be governed by internal laws of the Commonwealth of Virginia, without reference to its choice of law rules. Any and all disputes directly or indirectly related to this Agreement or the relationship of the Parties to this Agreement shall be resolved by the Circuit Courts for Fairfax County, Virginia, or the District Court of the City of Fairfax, Virginia. Subscriber hereby submits to the exclusive jurisdiction of said courts and hereby waives any claim or defense that such forum is not convenient or lacks jurisdiction. Subscriber agrees that any such court shall have in personam jurisdiction over it and that service of process may be effected in any manner authorized by the Commonwealth of Virginia's laws. Subscriber further waives the benefits, if any, of any statute of limitations, statutes or court rules permitting a change of venue, removal, dismissal or consolidation which would have the effect of adjudicating any dispute under this Agreement in any Court other than those enumerated. In the event either party shall be required to resort to judicial remedies to defend or enforce any term or condition hereunder, the prevailing party in such action shall be entitled to recover costs, including a reasonable award of attorneys' fees, including allocable costs of in-house counsel.

Waiver of Jury Trial - SUBSCRIBER HEREBY WAIVES AND AGREES THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE CLAIM, DEMAND, ACTION TO OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, ANY SUBSCRIBER AGREEMENT OR ANY GUARANTEED OBLIGATION, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR IN TORT OR OTHERWISE.

Interpretation: The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Should any provision of this Agreement be found for any reason to be illegal or unenforceable, the same shall not affect the validity of the remaining portions and provisions.

Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as nearly possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

Force Majeure: Notwithstanding anything to the contrary contained in this Agreement, Company shall not be liable for loss of or damage or delayed to be in breach of this Agreement due to Company's failure or delay of performance, wholly or in part, under the Agreement if such failure or delay of performance is due to causes beyond Company's reasonable control. "Force Majeure Event" includes but not limited to: acts of God, flood, explosion, fire, riot, civil or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies; cable cuts; sabotage; insurrections; riots; wars; and unforeseen acts of third parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Amendments: All terms and conditions of this Agreement may only be amended in writing when signed by duly authorized representatives of each party.

Waiver: No waiver, or consent, by either party to a variation from any provision of this Agreement shall be effective unless made in a written instrument, countersigned by its duly authorized officer. Each such waiver or consent shall be effective only to the extent set forth in such instrument.

Miscellaneous: Subscriber warrants that the person entering into this Agreement is authorized to do so. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, and may not be amended except in writing and signed by an authorized representative of each party. Subscriber may not assign this Agreement without Company's prior written consent. In the event of any conflict between the terms of this Agreement and any Special Offer, the terms of the Special Offer shall supersede the terms stated herein. This Agreement shall not be effective or binding until (a) executed by Company (b) Company's activation of Service or (c) by the transmission of an invoice.

Notices: To be effective, any notice must be served by registered or certified U.S. mail or by regular delivery service that provides receipt and evidence of delivery. Notice shall be deemed delivered two (2) days after the date of registration or certification with the U.S. mail or on the date of actual delivery if served by any other method. Notices sent to Company should be sent to P.O. Box 169005, Irving, TX 75016-9005, Attn: TSC2002.

Requisition

Req # 00108553

PO #

Date: 04/11/07

Bill To: x
x

Vendor : 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: ADULT PROBATION
918 E. HWY 83
McAllen TX 78502

Contact: Adela

Contract No:

Special Instructions:
Req.#467

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	Maintenance Agreement Renewal for Fax Machine (Canon LaserClass 710) Serial C14002930 (UZS19291) / ID #10208387 (Contract Period: 2/14/07 to 2/13/08) Contract #1316895 Location:McAllen Office (RM #36) Prior PO.# 574022 1/28/06 Account No _____ 7-1297-423-00-320-002-7-432	373.18	373.18
			<u>Encumbrance</u>	
			373.18	
			Freight	.00
			Total	373.18

Authorized By: _____