

**AI-17623**

**2.A.**

**Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Esther Contreras, 370TH DISTRICT COURT  
 Submitted For: Noe Gonzalez, Judge Presiding  
 Department: 370TH DISTRICT COURT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

**CAPTION**

2009 - 370th District Court (1100)

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-007-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

890-->831 - \$ 213.75; Funding available as of 9/23/09.  
 890-->661 - \$6,000.00; Funding available as of 9/23/09.  
 890-->665 - \$4,500.00; Funding available as of 9/23/09.  
 890-->667 - \$1,500.00; Funding available as of 9/23/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:07 AM	APRV
2	Norma Silva	Norma Silva	09/23/2009 02:55 PM	APRV
3	Auditor's Office	Angela Garcia	09/25/2009 04:48 PM	APRV

Form Started By: Esther Contreras Started On: 09/22/2009 10:01 AM

Final Approval Date: 09/25/2009

DATE: SEPTEMBER 22, 2009

DEPARTMENT HEAD: Noe Gonzalez

DEPARTMENT NAME: 370<sup>th</sup> District Court

ACCOUNT NUMBER: 9-1100-412-00-007-001-0-

SUBJECT: Intra Department Transfer

Honorable Commissioners Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.07, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	831	COURT COST & INVESTIGATION	\$ 213.75
890	OTHER	661	MINOR OFFICE FURNITURE & EQUIPMENT	6,000.00
890	OTHER	665	MINOR COMPUTER EQUIPMENT	4,500.00
890	OTHER	667	MINOR SOFTWARE	1,500.00
			<b>TOTAL:</b>	<b>\$ 12,213.75</b>

REASON: Transfer of funds to cover current and future expenditures.

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DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-17483

2.B.

**389th Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Luisa Pearson, 389TH DISTRICT COURT  
 Submitted For: Luisa Pearson  
 Department: 389TH DISTRICT COURT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 389th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-008-001-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09/24/2009

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 03:25 PM	APRV
2	JC Carreon	JC Carreon	09/24/2009 03:49 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Luisa Pearson Started On: 09/14/2009 03:01 PM

Final Approval Date: 09/25/2009

# INTRA-DEPARTMENTAL TRANSFER

DATE: September 14, 2009

DEPARTMENT HEAD Judge Letty Lopez

DEPARTMENT NAME 389th District Court

ACCOUNT NUMBER 9-1100-412-00-008-001-0-XXX

CONTACT PERSON: Luisa Pearson PHONE: (956) 318-2080

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's 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
890	Other	601	Office & Computer Supplies	\$ 1,189.00
630	Food	601	Office & Computer Supplies	\$ 450.00
640	Reference Materials	601	Office & Computer Supplies	\$ 400.00
890	Other	661	Minor Office Furniture & Equip	\$ 811.00
831	Court Costs & Investigations	601	Office & Computer Supplies	\$ 500.00
631	Bottle Water	601	Office & Computer Supplies	\$ 200.00
<b>TOTAL</b>				<b>\$ 3,550.00</b>

REASON: Monies will be needed to cover expenses that will be incurred for fiscal year 2009 & 2010.

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

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APPROVED COMMISSIONERS' COURT

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ATTEST COUNTY CLERK

AI-17722

2.C.

2009 - Public Defender's Office (1100)

CC CONSENT

Date: 09/29/2009

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

2009 - Public Defenders (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-412-30-085-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

442-->780 \$ 500.00; funds available as of 09/25/09

584-->529 \$ 30.00; funds available as of 09/25/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/25/2009 10:54 AM	APRV
2	Ana Galvan	Anna Galvan	09/25/2009 02:52 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Yvette Pacheco

Started On: 09/25/2009 09:24 AM

Final Approval Date: 09/25/2009

DATE: Sept 24, 2007

DEPARTMENT HEAD: Jaime Gonzalez

DEPARTMENT NAME: Public Defenders

ACCOUNT NUMBER: 9-1100-412-30-085-003-0-XXX

**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
9-1100-412-30-085-003-0-442	Equip & Vehicle Rental	→ 9-1100-412-30-085-003-0-780	Capital Leases	500.00
9-1100-412-30-085-003-0-584	Registration Fees	→ 9-1100-412-30-085-003-0-529	Surety & Notary Bonds	30.00
		→		
		→		
		→		
		→		
		→		
		→		
		→		
<b>TOTAL</b>				<b>\$530.00</b>

**REASON:** To cover expenditures for remainder of fiscal year.

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**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**DATE**

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**ATTEST COUNTY CLERK**

REVISED: 02/11/2003

**AI-17601**

**2.D.**

**Health Division - Immunization Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Health & Human Services Department - Imm. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-012-9-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
260-->113 \$ 2,303.00; funds available as of 09/23/09

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Attachments

Link: [Imm LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/21/2009 03:27 PM	APRV
2	Ana Galvan	Anna Galvan	09/23/2009 04:04 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Dan Beltran Started On: 09/21/2009 10:13 AM

Final Approval Date: 09/25/2009

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DATE: September 21, 2009

DEPARTMENT HEAD: Eduardo Olivares, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Dept.

ACCOUNT NUMBER: 9-1293-441-00-340-012-9-Immunization

SUBJECT: Budget Line Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
9-1293-441-00-340-012-9-260	Workers' Compensation	9-1293-441-00-340-012-9-113	Reg F/T Employees	\$ 2,303.00
			Amount	\$ 2,303.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures.

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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ATTEST COUNTY CLERK

**AI-17605**

**2.E.**

**Human Services Division**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
 Submitted For: Dairen Sarmiento  
 Department: HEALTH & HUMAN SERVICES DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Human Services Division (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09/22/2009

**Attachments**

Link: [line item transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/21/2009 03:32 PM	APRV
2	JC Carreon	JC Carreon	09/22/2009 10:16 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Dairen Sarmiento		Started On: 09/21/2009 02:03 PM		
Final Approval Date: 09/25/2009				

**DATE:** 9-21-09  
**DEPARTMENT HEAD:** Dairen Sarmiento  
**DEPARTMENT NAME:** HUMAN SERVICES  
**ACCOUNT NUMBER:** 9-1100-444-00-240-001-0-  
**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: 9-1100-444-00-240-001-0-

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
550	Printing & Binding	665	Minor Computer Equip	\$	3,298.65
535	Postage	665	Minor Computer Equip	\$	725.00

REASON: TO FUND PROPER OBJECT CODE

TOTAL \$ 4,023.65

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Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

**AI-17602**

**2.F.**

**Health Division - TB Control Line Item Trf**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Health & Human Services Department - TB Control (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-008-9-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

260-->113 - \$ 140.00; Funding available as of 9/22/09.  
260-->211 - \$ 133.00; Funding available as of 9/22/09.

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Attachments

Link: [TB LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/21/2009 03:27 PM	APRV
2	Norma Silva	Norma Silva	09/22/2009 10:52 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Dan Beltran  
Started On: 09/21/2009 10:21 AM

Final Approval Date: 09/25/2009

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**AI-17694**

**2.G.**

**Intradepartmental Transfer  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Rosie Luna, SAFETY DIVISION  
Submitted For: Roy Quintanilha  
Department: SAFETY DIVISION  
Agenda Category: 2009 Intradepartmental Transfers

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**Information**

**CAPTION**

2009 - DBM Safety Division (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-115-059-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
601-->661 \$ 700.00; funds available as of 09/24/09

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**Attachments**

Link: [LIT for file cabinets](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	09/24/2009 08:54 AM	APRV
2	Ana Galvan	Anna Galvan	09/24/2009 01:27 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Rosie Luna  
Started On: 09/23/2009 04:21 PM

Final Approval Date: 09/25/2009

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**DATE:** September 23, 2009

**DEPARTMENT HEAD:** Roy Quintanilha

**DEPARTMENT NAME:** Dept. of Budget and Management Safety Division

**ACCOUNT NUMBER:** 9-1100-419-50-115-059-0-XXX

**SUBJECT:** **Intradepartmental Transfer/s**

**Honorable Commissioners' Court of Hidalgo County:**

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

<b>FROM OBJECT CODE</b>	<b>OBJECT NAME</b>	<b>TO OBJECT CODE</b>	<b>OBJECT NAME</b>
601	Office & Computer Supplies	661	Minor Office Furn. & Equip.

**TOTAL**

**REASON:** **Transfer is being requested to purchase file cabinets**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
**DATE**

ATTEST COURT



**AI-17622**

**2.H.**

**Various Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

339-->665 \$ 1,500.00; funds available as of 09/24/09  
 339-->601 \$ 1,000.00; funds available as of 09/24/09  
 583-->601 \$ 3,000.00; funds available as of 09/24/09  
 584-->601 \$ 1,000.00; funds available as of 09/24/09  
 640-->601 \$ 1,000.00; funds available as of 09/24/09  
 339-->532 \$ 1,000.00; funds available as of 09/24/09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:07 AM	APRV
2	Ana Galvan	Anna Galvan	09/24/2009 12:42 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Angela Garcia  
 Started On: 09/22/2009 09:45 AM  
 Final Approval Date: 09/25/2009



**AI-17616**

**2.I.**

**Minor Computer Equipment Transfer**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - DBM Workers Comp. Division (2202)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2202-419-50-115-065-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
583-->665 \$ 500.00; funds available as of 09/24/09

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:05 AM	APRV
2	Ana Galvan	Anna Galvan	09/24/2009 09:46 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Angela Garcia  
Started On: 09/22/2009 09:13 AM

Final Approval Date: 09/25/2009

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**BUDGET INTRADEPARTMENTAL TRANSFER**

DATE: September 22, 2009  
 DEPARTMENT HEAD: RAUL SILGUERO, JR.  
 DEPARTMENT NAME: DBM - WORKERS COMP. DIVISION  
 ACCOUNT NUMBER: 9-2202-419-50-115-065-0-XXX  
 SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
583	TRAVEL OUT OF COUNTY	665	MINOR COMPUTER EQUIPMENT	\$ 500.00
			<b>TOTAL</b>	<b>\$ 500.00</b>

REASON: FUNDS NEEDED TO PAY OUTSTANDING INVOICE.

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 DEPARTMENT HEAD SIGNATURE

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 APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
 DATE                      ATTEST COUNTY CLERK

**AI-17693**

**2.J.**

**transfer for pending projects**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT  
 Submitted For: Facilities Management  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

- 412-->739, \$ 1,500.00; funds available as of 09/23/09
- 413-->739, \$ 2,000.00; funds available as of 09/23/09
- 346-->452, \$ 2,000.00; funds available as of 09/23/09
- 413-->452, \$ 2,000.00; funds available as of 09/23/09
- 540-->452, \$ 2,000.00; funds available as of 09/23/09
- 583-->452, \$ 3,000.00; funds available as of 09/23/09
- 584-->452, \$ 3,000.00; funds available as of 09/23/09
- 605-->452, \$ 3,000.00; funds available as of 09/23/09
- 601-->452, \$ 2,000.00; funds available as of 09/23/09
- 604-->452, \$ 1,000.00; funds available as of 09/23/09
- 581-->452, \$ 1,500.00; funds available as of 09/23/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:54 AM	APRV
2	Norma Silva	Angela Garcia	09/24/2009 09:19 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:05 PM	APRV
4	Auditor's Office	Angela Garcia	09/25/2009 04:48 PM	APRV

Form Started By: Anna Galvan Started On: 09/23/2009 04:04 PM

Final Approval Date: 09/25/2009

**BUDGET INTRADEPARTMENTAL TRANSFER**

**DATE:** September 22, 2009

**DEPARTMENT HEAD:** DANIEL FLORES

**DEPARTMENT NAME:** FACILITES MANAGEMENT

**ACCOUNT NUMBER:** 9-1100-419-40-220-001-0-XXX

**CONTACT PERSON:** DANIEL FLORES **PHONE:** 956-289-7850

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
412	CABLE/SATELLITE TV	739	OTHER STRUCTURES	1,500.00
413	ELEC SURVEILL & SECURITY	739	OTHER STRUCTURES	2,000.00
346	HAULING & FREIGHT SERVICES	452	BLDG. ADDITIONS & RENOVATIONS	2,000.00
413	ELEC SURVEILL & SECURITY	452	BLDG. ADDITIONS & RENOVATIONS	2,000.00
540	ADVERTISING	452	BLDG. ADDITIONS & RENOVATIONS	2,000.00
583	TRAVEL OUT OF COUNTY	452	BLDG. ADDITIONS & RENOVATIONS	3,000.00
584	REGISTRATION FEES	452	BLDG. ADDITIONS & RENOVATIONS	3,000.00
605	CLOTHING & UNIFORMS	452	BLDG. ADDITIONS & RENOVATIONS	3,000.00
601	OFFICE & COMPUTER SUPPLIES	452	BLDG. ADDITIONS & RENOVATIONS	2,000.00
604	MEDICAL & LAB SUPPLIES	452	BLDG. ADDITIONS & RENOVATIONS	1,000.00
581	TRAVEL IN COUNTY	452	BLDG. ADDITIONS & RENOVATIONS	1,500.00
			<b>TOTAL</b>	\$23,000.00

**REASON:** FUNDS NEEDED TO COMPLETE PENDING PROJECTS.

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

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ATTEST COUNTY CLERK

AI-17695

2.K.

2009 - District Attorney's Office - Investigation Fund - 1223

CC CONSENT

Date: 09/29/2009  
 Submitted By: Roy Cazares, DISTRICT ATTORNEY  
 Department: DISTRICT ATTORNEY  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney's Office - Investigation Fund - 1223

BACKGROUND

Need to pay for taxes on seized property.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1223-412-00-080-007-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09-24-09

Attachments

Link: [DAINVLT2009-02](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:55 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:13 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Roy Cazares

Started On: 09/23/2009 04:23 PM

Final Approval Date: 09/25/2009

## INTRA-DEPARTMENTAL TRANSFER

DATE: September 28, 2009  
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney  
 DEPARTMENT NAME: District Attorney's Office  
 ACCOUNT NUMBER: 9-1223-412-00-080-007-0-XXX  
 SUBJECT: Budget Line-Item Transfer(s)

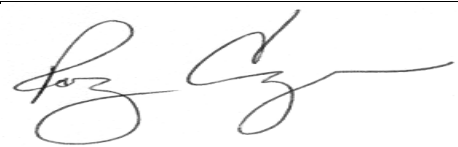
CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME	→	OBJECT CODE	OBJECT NAME	AMOUNT
831	Court Cost & Investigation	→	890	Other	\$ 16,811.00
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
<b>TOTAL</b>					<b>\$ 16,811.00</b>

REASON: Monies will be used to pay for taxes on a seized property.



\_\_\_\_\_  
 ROY CAZARES FOR RENE GUERRA  
 CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT      / /      DATE      ATTEST COUNTY CLERK

**AI-17690**

**2.L.**

**2009-District Attorney's Office - 1100**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Roy Cazares, DISTRICT ATTORNEY  
 Submitted For: Roy Cazares  
 Department: DISTRICT ATTORNEY  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - District Attorney's Office (1100)

**BACKGROUND**

Monies will be used to purchase file cabinets that will be needed in our new offices and purchase some monitors and printers.

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09-24-09.

**Attachments**

Link: [DALIT2009-07](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:53 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:12 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Roy Cazares Started On: 09/23/2009 03:52 PM  
 Final Approval Date: 09/25/2009

## INTRA-DEPARTMENTAL TRANSFER

DATE: September 23, 2009

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 9-1100-412-00-080-002-0-XXX - GENERAL FUND

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government

Code Chapter 111, Subchapter C.

CONTACT PERSON: Roy Cazares

PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

<b>FROM</b>				<b>TO</b>		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT	
890	Other		➔	745	Computer Equipment	\$ 1,716.00
661	Minor Office Furniture & Equip.		➔	743	Office Furniture & Equip.	\$ 3,500.00
890	Other		➔	743	Office Furniture & Equip.	\$ 6,000.00
665	Minor Computer Equipment		➔	601	Office & Computer Supplies	\$ 5,500.00
			➔			
			➔			
			➔			
			➔			
			➔			
			➔			
<b>TOTAL</b>					<b>\$</b>	<b>16,716.00</b>

REASON: Monies will be used to purchase file cabinets that will be needed in our new offices and purchase some monitors and printers.



for RENE GUERRA  
CRIMINAL DISTRICT ATTORNEY

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

/ /  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-17666**

**2.M.**

**2009 - Grand Jury - 1100**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Roy Cazares, DISTRICT ATTORNEY  
 Department: DISTRICT ATTORNEY  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - District Attorney's Office (1100)

**BACKGROUND**

Will be replacing the worn out chairs in the Grand Jury Room.

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-20-080-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09-24-09

**Attachments**

Link: [DAGJ2009-1](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:36 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:07 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Roy Cazares  
 Started On: 09/23/2009 02:12 PM  
 Final Approval Date: 09/25/2009

## INTRA-DEPARTMENTAL TRANSFER

DATE: September 28, 2009  
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney  
 DEPARTMENT NAME: District Attorney's Office  
 ACCOUNT NUMBER: 9-1100-412-20-080-001-0-XXX - Grand Jury Account  
 SUBJECT: Budget Line-Item Transfer(s)

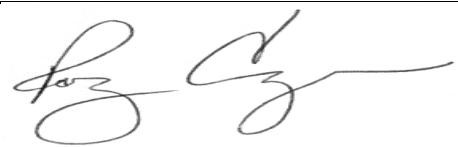
CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM</b>			<b>TO</b>		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
664	Other Minor Equipment	➔	601	Office & Computer Supplies	\$ 2,500.00
831	Court cost & equipment	➔	601	Office & Computer Supplies	\$ 425.00
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
<b>TOTAL</b>					<b>\$ 2,925.00</b>

REASON Replacing chairs.



\_\_\_\_\_  
 ROY CAZARES FOR RENE GUERRA  
 CRIMINAL DISTRICT ATTORNEY

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT

\_ / \_ / \_  
 DATE

\_\_\_\_\_  
 ATTEST COUNTY CLERK

**AI-17634**  
**HIDTA 2008 Grant**  
**CC CONSENT**

**2.N.**

Date: 09/29/2009  
Submitted By: Nelda Olivarez, HIDTA  
Submitted For: Rene Guerra, Criminal District Attorney  
Department: HIDTA  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION  
2009 - HIDTA Task Force (1291)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1291-412-00-270-003-8-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Available account balance as of 09/23/2009

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Attachments

Link: [Transfer#5](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 04:09 PM	APRV
2	JC Carreon	JC Carreon	09/23/2009 02:25 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Nelda Olivarez  
Started On: 09/22/2009 03:27 PM

Final Approval Date: 09/25/2009

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DATE: September 22, 2009  
 DEPARTMENT HEAD: Dora L. Munoz, H.I.D.T.A. Task Force Commander  
 DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds  
 ACCOUNT NUMBER: 9-1291-412-00-270-003-8-xxx (2008 Grant)  
 SUBJECT: Budget Line-Item Transfers (s)

Transfer Number: 5

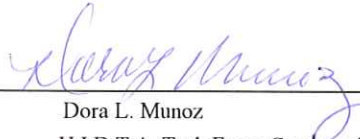


Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9-1291-412-00-270-003-8- 672	VEHICLE R&M SUPPLIES	9-1291-412-00-270-003-8- 432	VEHICLE R&M SRV	201.31
9-1291-412-00-270-003-8- 434	VEHICLE R&M SRV	9-1291-412-00-270-003-8- 432	VEHICLE R&M SRV	50.00
9-1291-412-00-270-003-8- 531	TELEPHONE	9-1291-412-00-270-003-8- 532	WIRELESS DEVICES	400.00
9-1291-412-00-270-003-8- 260	WORKERS COMP	9-1291-412-00-270-003-8- 601	OFFICE & COMP SUPPLIES	3,000.00
9-1291-412-00-270-003-8- 260	WORKERS COMP	9-1291-412-00-270-003-8- 626	GASOLINE	1,850.42
<b>TOTAL</b>				<b>5,501.73</b>

REASON: TO FUND UNANTICIPATED EXPENDITURES

  
 Dora L. Munoz  
 H.I.D.T.A. Task Force Commander

DATE: 9/22/09

Attest County Clerk

DATE: / /

Budget Officer

DATE: / /

Approved Commissioners' Court

DATE: / /

Reprogramming Request

INITIATIVE: South Texas HIDTA  
McAllen Initiative

Request #1

AGENCY: Hidalgo County DA

BUDGET YEAR: 2008 18PSSP573

**MOVE FUNDS FROM:** (\$9,040.76)

	Category	Line Item Description	Amount	Before / After
1	<u>Fringe</u>	<u>Dora L. Munoz, Commander</u>	<u>(\$518.57)</u>	<u>\$16,410 / 15,891.43</u>
2	<u>Fringe</u>	<u>Sonya Lopez, Administrative Assistant</u>	<u>(\$195.17)</u>	<u>\$10,417 / 10,221.83</u>
3	<u>Fringe</u>	<u>Ricardo Chapa, DA Investigator</u>	<u>(\$707.08)</u>	<u>\$12,507 / 11,799.92</u>
4	<u>Fringe</u>	<u>Miguel Garcia, DA Investigator/replaced D. Broyles</u>	<u>(\$3,334.27)</u>	<u>\$12,892 / 9,557.73</u>
5	<u>Fringe</u>	<u>Genovevo Martinez, DA Investlg/replaced GPhillips</u>	<u>(\$1,069.01)</u>	<u>\$12,507 / 11,437.99</u>
6	<u>Fringe</u>	<u>Jose Rodriguez, DA Investigator</u>	<u>(\$665.98)</u>	<u>\$12,507 / 11,841.02</u>
7	<u>Fringe</u>	<u>Juan Sifuentes, DA Investigator</u>	<u>(\$1,187.45)</u>	<u>\$12,507 / 11,319.55</u>
8	<u>Fringe</u>	<u>Chris Yates, DA Investigator</u>	<u>(\$963.23)</u>	<u>\$12,507 / 11,543.77</u>
9	<u>Services</u>	<u>Telephone Service</u>	<u>(\$400.00)</u>	<u>\$7,200 / 6,800.00</u>

*Justification: (Why funds were not used as originally budgeted and approved)*

*Workers' Compensation Insurance contribution rate for "law enforcement" was reduced after Hidalgo County implemented the "Self-Insurance Fund". Telephone was overestimated*


*(After adjustments are made this number should be 0)*

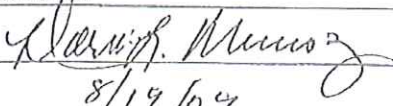
	Category	Line Item Description	Amount	Before / After
1	<u>Fringe</u>	<u>Timm Davis, Assistant Dist Attorney</u>	<u>\$2,522.16</u>	<u>\$12,370 / 14,892.16</u>
2	<u>Fringe</u>	<u>Dora S. Mandonado, Legal Secretary</u>	<u>\$111.63</u>	<u>\$9,130 / 9,241.63</u>
3	<u>Fringe</u>	<u>Palmira Munoz, Intelligence Research</u>	<u>\$667.69</u>	<u>\$8,654 / 9,321.69</u>
4	<u>Fringe</u>	<u>Nelda Olivarez, Accountant</u>	<u>\$488.86</u>	<u>\$9,847 / 10,335.86</u>
	<u>Services</u>	<u>Cell Phones</u>	<u>\$400.00</u>	<u>\$10,800 / 11,200.00</u>
5	<u>Supplies</u>	<u>Office Supplies</u>	<u>\$3,000.00</u>	<u>\$4,200 / 7,200.00</u>
6	<u>Supplies</u>	<u>Vehicle Fuel</u>	<u>\$1,850.42</u>	<u>\$18,000 / 19,850.42</u>
7			<u>\$0</u>	<u>/ / \$0</u>
8			<u>\$0</u>	<u>/ / \$0</u>
9			<u>\$0</u>	<u>/ / \$0</u>
10			<u>\$0</u>	<u>/ / \$0</u>
11			<u>\$0</u>	<u>/ / \$0</u>
12			<u>\$0</u>	<u>/ / \$0</u>

*Justification: (How funds are intended to be used. Give detailed justifications)*

*Workers' Compensation Insurance contribution rate for "Clerical" was underestimated after Hidalgo County implemented the "Self-Insurance Fund". With the approved reprogramming, total funds from the 2008 HIDTA are projected to be spent by November 2009.*

As the Initiative Commander, I certify that the "Level B Reprogramming" is in accordance and requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

Name: Dora L. Munoz 

Signature: 

Date: 8/19/09

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>1291 HIDTA</b>						
9-1291-412-00-270-003-8-113	109,545.74	.00	109,545.74	109,545.74	.00	100.00
HIDTA TASK FORCE-REG F/T EMPLOYEES						
9-1291-412-00-270-003-8-115	1,579.07	.00	1,579.07	1,579.07	.00	100.00
HIDTA TASK FORCE-LONGEVITY PAY						
9-1291-412-00-270-003-8-211	12,783.19	.00	12,783.19	12,783.19	.00	100.00
HIDTA TASK FORCE-HEALTH INSURANCE						
9-1291-412-00-270-003-8-212	76.24	.00	76.24	76.24	.00	100.00
HIDTA TASK FORCE-LIFE INSURANCE						
9-1291-412-00-270-003-8-220	10,456.86	.00	10,456.86	10,456.86	.00	100.00
HIDTA TASK FORCE-FICA						
9-1291-412-00-270-003-8-230	12,784.52	.00	12,784.52	12,784.52	.00	100.00
HIDTA TASK FORCE-RETIREMENT						
9-1291-412-00-270-003-8-250	708.75	.00	708.75	708.75	.00	100.00
HIDTA TASK FORCE-UNEMPLOYMENT COMP						
9-1291-412-00-270-003-8-260	7,109.35	.00	2,258.93	2,258.93	4,850.42	31.77
HIDTA TASK FORCE-WORKERS COMP						
9-1291-412-00-270-003-8-342	1,098.48	.00	1,098.48	1,098.48	.00	100.00
HIDTA TASK FORCE-INFO & CREDIT SERVICES						
9-1291-412-00-270-003-8-411	651.01	.00	651.01	651.01	.00	100.00
HIDTA TASK FORCE-WATER/SEWERAGE						
9-1291-412-00-270-003-8-413	147.50	.00	147.50	147.50	.00	100.00
HIDTA TASK FORCE-ELEC SURVEILLANCE & SEC						
9-1291-412-00-270-003-8-423	3,600.02	.00	2,800.00	2,800.00	800.02	77.78
HIDTA TASK FORCE-CUSTODIAL						
9-1291-412-00-270-003-8-432	3,962.22	1,800.00	2,120.63	2,120.63	41.59	98.95
HIDTA TASK FORCE-EQUIP&VEH R&M SRV						
9-1291-412-00-270-003-8-434	796.64	.00	746.64	746.64	50.00	93.72
HIDTA TASK FORCE-VEHICLE R&M SERVICE						
9-1291-412-00-270-003-8-442	15,948.00	6,625.59	9,322.41	9,322.41	.00	100.00
HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS						
9-1291-412-00-270-003-8-521	776.78	.00	776.78	776.78	.00	100.00
HIDTA TASK FORCE-PROPERTY INSURANCE						
9-1291-412-00-270-003-8-522	5,723.12	.00	5,723.12	5,723.12	.00	100.00
HIDTA TASK FORCE-VEHICLE LIABILITY INS						
9-1291-412-00-270-003-8-523	189.70	.00	189.70	189.70	.00	100.00
HIDTA TASK FORCE-PUBLIC OFFICIAL INSURAN						
9-1291-412-00-270-003-8-531	5,633.63	.00	3,294.37	3,294.37	2,339.26	58.48
HIDTA TASK FORCE-TELEPHONE						
9-1291-412-00-270-003-8-532	6,145.50	.00	6,145.50	6,145.50	.00	100.00
HIDTA TASK FORCE-WIRELESS DEVICES						
9-1291-412-00-270-003-8-535	298.06	.00	298.06	298.06	.00	100.00
HIDTA TASK FORCE-POSTAGE						
9-1291-412-00-270-003-8-583	585.18	.00	585.18	585.18	.00	100.00
HIDTA TASK FORCE-TRAVEL OUT OF COUNTY						
9-1291-412-00-270-003-8-601	571.65	.00	571.65	571.65	.00	100.00
HIDTA TASK FORCE-OFFICE & COMPU SUPPL						
9-1291-412-00-270-003-8-622	744.61	.00	744.61	744.61	.00	100.00
HIDTA TASK FORCE-ELECTRICITY						
9-1291-412-00-270-003-8-626	42.29	.00	42.29	42.29	.00	100.00
HIDTA TASK FORCE-GASOLINE/DIESEL						
9-1291-412-00-270-003-8-672	416.29	.00	214.98	214.98	201.31	51.64
HIDTA TASK FORCE-EQ&VEH R&M SUPPLIES						
9-1291-412-00-270-003-8-682	9,205.56	.00	9,205.56	9,205.56	.00	100.00
HIDTA TASK FORCE-GASOLINE/DIESEL						
9-1291-412-00-270-015-8-583	515.29	.00	515.29	515.29	.00	100.00
HIDTA FY08 TRN&TRVL-TRAVEL OUT OF COUNTY						
9-1291-412-00-270-015-8-584	960.87	.00	960.87	960.87	.00	100.00
HIDTA FY08 TRN&TRVL-REGISTRATION FEES						
<b>1291 HIDTA</b>	<b>213,056.12</b>	<b>8,425.59</b>	<b>196,347.93</b>	<b>196,347.93</b>	<b>8,282.60</b>	<b>96.11</b>
<b>9 YEAR</b>	<b>213,056.12</b>	<b>8,425.59</b>	<b>196,347.93</b>	<b>196,347.93</b>	<b>8,282.60</b>	<b>96.11</b>

AI-17670

2.0.

**HIDTA/U.S. Treasury Funds**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Nelda Olivarez, HIDTA  
 Submitted For: Rene Guerra, Criminal District Attorney  
 Department: HIDTA  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - HIDTA Task Force (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1252-412-00-270-012-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09-24-09

Attachments

Link: [Transfer #6](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:38 AM	APRV
2	Norma Silva	Angela Garcia	09/24/2009 09:19 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:08 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Nelda Olivarez Started On: 09/23/2009 02:29 PM  
 Final Approval Date: 09/25/2009

DATE: September 17, 2009  
 DEPARTMENT HEAD: Dora L. Munoz, H.I.D.T.A. Task Force Commander  
 DEPARTMENT NAME: Hidalgo County HIDTA Task Force  
 ACCOUNT NUMBER: 9-1252-412-00-270-012-0-xxx (U.S. Dept of Treasury)  
 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.:

FROM		TO		
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9-1252-412-00-270-012-0- 339	Other Prof Service	9-1252-412-00-270-012-0- 336	Computer Services	1,800.00
9-1252-412-00-270-012-0- 350	Other Services	9-1252-412-00-270-012-0- 336	Computer Services	1,800.00
9-1252-412-00-270-012-0- 431	Bldg & Other Stru R&M	9-1252-412-00-270-012-0- 336	Computer Services	400.00
9-1252-412-00-270-012-0- 741	Vehicles	9-1252-412-00-270-012-0- 550	Printing & Binding	2,000.00
9-1252-412-00-270-012-0- 431	Bldg & Other Stru R&M	9-1252-412-00-270-012-0- 747	Software	6,000.00
9-1252-412-00-270-012-0- 611	Police Supplies	9-1252-412-00-270-012-0- 747	Software	10,000.00
9-1252-412-00-270-012-0- 619	Other Misc Supplies	9-1252-412-00-270-012-0- 747	Software	5,000.00
9-1252-412-00-270-012-0- 741	Vehicles	9-1252-412-00-270-012-0- 747	Software	15,000.00
<b>TOTAL</b>				<b>42,000.00</b>

REASON: TO FUND UNANTICIPATED EXPENDITURES

  
 Dora L. Munoz  
 H.I.D.T.A. Task Force Commander

09/23/09  
 DATE

\_\_\_\_\_  
 Attest County Clerk

/ /  
 DATE

\_\_\_\_\_  
 Budget Officer

/ /  
 DATE

\_\_\_\_\_  
 Approved Commissioners' Court

/ /  
 DATE

Line Item Transfer

CC CONSENT

Date: 09/29/2009  
 Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
 Submitted For: Joe Pena  
 Department: RIGHT OF WAY DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1200-431-00-260-001-0  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n  
 BUDGETARY IMPACT:  
 \$503.00 Available Balance as of \$ 9/23/09

Attachments

Link: Clothing & Uniforms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:56 AM	APRV
2	Norma Silva	Angela Garcia	09/24/2009 09:19 AM	APRV
3	Ana Galvan	Anna Galvan	09/24/2009 01:29 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Sandra Garcia			Started On: 09/23/2009 04:51 PM	
Final Approval Date: 09/25/2009				

DATE: September 23, 2009  
 DEPARTMENT HEAD: Jose N. Pena  
 DEPARTMENT NAME: Right Of Way  
 ACCOUNT NUMBER: 9-1200-431-00-260-001-0

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

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
<u>607</u>	<u>HOUSEHOLD &amp; JANITORIAL SUPPLIES</u>	<u>605</u>	<u>CLOTHING &amp; UNIFORMS</u>	<u>100.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
			TOTAL -->	<u>100.00</u>

REASON: Funds are needed to meet future expenses.  
 \_\_\_\_\_  
 \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-17628**

**2.Q.**

**Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
 Submitted For: Joe Pena  
 Department: RIGHT OF WAY DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Right of Way (1200)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 1200-431-00-260-001-0-  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n  
 BUDGETARY IMPACT:  
 664-->619 \$ 1,000.00; funds available as of 9/24/09

**Attachments**

Link: [line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 11:38 AM	APRV
2	Ana Galvan	Anna Galvan	09/24/2009 12:46 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Sandra Garcia  
 Started On: 09/22/2009 11:30 AM  
 Final Approval Date: 09/25/2009

DATE: September 18, 2009  
 DEPARTMENT HEAD: Jose N. Pena  
 DEPARTMENT NAME: Right Of Way  
 ACCOUNT NUMBER: 9-1200-431-00-260-001-0

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

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
<u>664</u>	<u>OTHER MINOR EQUIPMENT</u>	<u>619</u>	<u>OTHER MISCELLANEOUS SUPPLIES</u>	<u>1000.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
			TOTAL -->	<u>1000.00</u>

REASON: Funds are needed to meet future expenses.  
 \_\_\_\_\_  
 \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-17614**

**2.R.**

**Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Emilia Uriegas, SHERIFF DEPT.  
Submitted For: Anacleto Martinez  
Department: SHERIFF DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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**Information**

**CAPTION**

2009 - Sheriff's Office Operation Stonegarden - City of Donna (1284)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1284-421-00-280-048-1-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
131-->841 \$2,558.00; available balance as of 09/22/09 \$73,200.00.

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Anacleto Martinez	Anacleto Martinez	09/22/2009 04:38 PM	APRV
2	Budget & Management	Erika Zamora	09/22/2009 04:48 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:05 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Emilia Uriegas  
Started On: 09/22/2009 08:19 AM  
Final Approval Date: 09/25/2009

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AI-17727

2.S.

**2009 LIT for USDA Loan for Sheriff (1301)**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Dale Kennan, BUDGET & MANAGEMENT  
 Submitted For: USDA Loan for Sheriff (1301)  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Dept. USDA Loan (1301)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1301-421-00-280-062-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 From 748 to 664 in the amount of \$635.00. Funding available for transfer as of 9/25/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/25/2009 04:24 PM	APRV
2	JC Carreon	JC Carreon	09/25/2009 04:32 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Dale Kennan  
 Started On: 09/25/2009 04:14 PM

Final Approval Date: 09/25/2009



AI-17643

2.T.

**Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Monica Hinojosa, SHERIFF DEPT.  
 Submitted For: Monica Hinojosa  
 Department: SHERIFF DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

550-->601 \$ 439.98; funds available as of 09/25/09  
 665-->601 \$ 4,140.00; funds available as of 09/25/09  
 582-->601 \$ 1,273.51; funds available as of 09/25/09  
 603-->601 \$ 167.71; funds available as of 09/25/09  
 611-->601 \$ 258.85; funds available as of 09/25/09  
 665-->745 \$ 10,000.00; funds available as of 09/25/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/24/2009 11:31 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 01:37 PM	APRV
3	Ana Galvan	Anna Galvan	09/25/2009 04:23 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Monica Hinojosa

Started On: 09/23/2009 08:56 AM

Final Approval Date: 09/25/2009

DATE: September 22, 2009

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 9-1100-421-00-280-001-0-XXX

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	ACCOUNT (OBJECT)	AMOUNT
9-1100-421-00-280-001-0-	550-PRINTING AND BINDING	→ 9-1100-421-00-280-001-0-	601- OFFICE & COMPUTER SUPPLIES	\$ 439.98
9-1100-421-00-280-001-0-	665-MINOR COMPUTER EQUIPMENT	→ 9-1100-421-00-280-001-0-	601-OFFICE & COMPUTER SUPPLIES	\$4,140.00
9-1100-421-00-280-001-0-	582-TRANSPORTATION OF DETAINEES	→ 9-1100-421-00-280-001-0-	601-OFFICE & COMPUTER SUPPLIES	\$1,273.51
9-1100-421-00-280-001-0-	603-EDUCATIONAL/INSTR. SUPPLIES	→ 9-1100-421-00-280-001-0-	601-OFFICE & COMPUTER SUPPLIES	\$167.71
9-1100-421-00-280-001-0-	611-POLICE SUPPLIES	→ 9-1100-421-00-280-001-0-	601-OFFICE & COMPUTER SUPPLIES	\$258.85
9-1100-421-00-280-001-0-	665-MINOR COMPUTER EQUIPMENT	→ 9-1100-421-00-280-001-0-	745-COMPUTER EQUIPMENT	\$10,000.00
		→		
		→		
		→		
<b>TOTAL</b>				<b>\$ 16,280.05</b>

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

REVISED: 02/11/2003

**AI-17636**

**2.U.**

**Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION  
 Submitted For: A.A. Tony Pena, Jr.  
 Department: EMERGENCY SERVICES DIVISION  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Fire Marshal (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 664-->665 - \$482.00; Funding available as of 9/23/09.

**Attachments**

Link: [Line Item Trans. 92909](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 04:30 PM	APRV
2	Norma Silva	Norma Silva	09/23/2009 03:04 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Yolanda Orozco  
 Started On: 09/22/2009 03:53 PM

Final Approval Date: 09/25/2009



**AI-17655**

**2.V.**

**line item transfer**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE  
Department: HUMAN RESOURCES/CIVIL SERVICE  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Civil Service (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 09/24/2009

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:29 AM	APRV
2	JC Carreon	JC Carreon	09/24/2009 11:04 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Nereida Garza  
Started On: 09/23/2009 12:32 PM

Final Approval Date: 09/25/2009

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**DATE:** 09-23-09  
**DEPARTMENT HEAD:** Esther A. Cortez  
**DEPARTMENT NAME:** CIVIL SERVICE  
**ACCOUNT NUMBER:** 9-1100-415-50-190-001-0  
**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: 9-1100-415-50-190-001-0

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Comp. supplies	431	Bldg. & Other Struc. R&M Srv.	\$ 2,500.00
601	Office & Comp. supplies	432	Equip. & Veh. R&M Srv.	\$ 2,000.00
601	Office & Comp. supplies	607	Household & Janitorial Sup	\$ 1,000.00

REASON: Need supplies and services

TOTAL \$ 5,500.00

\_\_\_\_\_  
Department Head Signature Date

\_\_\_\_\_  
Approved Commissioners' Court Date

\_\_\_\_\_  
Attest County Clerk

**AI-17668**

**2.W.**

**Intra- 1100 LIT 092309**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Veronica Lopez, ELECTIONS DEPT.  
 Submitted For: Yvonne Ramon  
 Department: ELECTIONS DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance as of 09-25-09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/24/2009 08:20 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 08:37 AM	APRV
3	Ana Galvan	Anna Galvan	09/25/2009 03:48 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Veronica Lopez Started On: 09/23/2009 02:19 PM  
 Final Approval Date: 09/25/2009



**AI-17685**

**2.X.**

**Budget Line Item Transfer**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Edna Kirby, IT DEPARTMENT  
 Submitted For: Renan Ramirez  
 Department: IT DEPARTMENT  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - I.T. Dept. (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

747-->336 \$ 20,000.00; funds available as of 09/25/09  
 442-->619 \$ 500.00; funds available as of 09/25/09

**Attachments**

Link: [INTRA-DEPT](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	09/24/2009 08:51 AM	APRV
2	Ana Galvan	Anna Galvan	09/25/2009 01:42 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Edna Kirby  
 Started On: 09/23/2009 03:34 PM  
 Final Approval Date: 09/25/2009



**AI-17691**

**2.Y.**

**Intradepartmental Transfer**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT  
Submitted For: Sergio Cruz  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Insurance (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-419-00-115-025-0-522  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance of \$13,960.74 as of 09/24/09  
522-->820 \$13,960.74

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Attachments

Link: [intradept trsnfr](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:53 AM	APRV
2	JC Carreon	JC Carreon	09/24/2009 11:24 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Rolando Garcia Started On: 09/23/2009 03:53 PM  
Final Approval Date: 09/25/2009

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**Intradepartmental Transfer CO's 2009**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT  
 Submitted For: Sergio Cruz  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - CO's 2009 (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1336-412-00-122-043-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 9-1336-412-00-122-043-0-890-->9-1336-412-00-122-043-0-720 \$100,000.00

Available balance as of 09/24/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 11:15 AM	APRV
2	JC Carreon	JC Carreon	09/24/2009 11:37 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Rolando Garcia			Started On: 09/24/2009 10:48 AM	
Final Approval Date: 09/25/2009				



**AI-17603**

**2.AA.**

**transfer for police supplies**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT  
 Submitted For: Constable Pct 2  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-292-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 626-->611 \$ 5,500.00; funds available as of 09/21/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/21/2009 03:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/25/2009 02:26 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Anna Galvan  
 Started On: 09/21/2009 11:11 AM

Final Approval Date: 09/25/2009

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** September 21, 2009

**DEPARTMENT HEAD:** Raul Silguero, Jr.

**DEPARTMENT NAME:** Dept. of Budget & Management for Constable Pct. 2

**ACCOUNT NUMBER:** 9-1100-421-00-292-001-0-XXX

**SUBJECT:** Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
626	Gasoline/Diesel	611	Police Supplies	\$ 5,500.00
<b>TOTAL</b>				<b>\$ 5,500.00</b>

**REASON:** Transfer is needed to pay for Police supplies.

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

/ /  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

**AI-17686**

**2.BB.**

**2009 - Pct # 1 Adm (1201)**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Robert Elizondo, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #1 Adm. (1201)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 09-24-09.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:38 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:10 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Robert Elizondo  
Started On: 09/23/2009 03:41 PM

Final Approval Date: 09/25/2009

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AI-17689

2.CC.

2009 - Pct # 1 Adm (1201)

CC CONSENT

Date: 09/29/2009  
 Submitted By: Robert Elizondo, COMM. PCT. #1  
 Department: COMM. PCT. #1  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09/24/2009

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:52 AM	APRV
2	Norma Silva		09/25/2009 04:48 PM	PEND
3	JC Carreon	JC Carreon	09/24/2009 11:22 AM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Robert Elizondo  
 Started On: 09/23/2009 03:42 PM  
 Final Approval Date: 09/25/2009



AI-17697

2.DD.

**2009- Pct. #1 Sanitation (1100)**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Joann Gonzalez, COMM. PCT. #1  
 Department: COMM. PCT. #1  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

672-->432 \$ 2,000.00; funds available as of 09/24/09  
 672-->613 \$ 600.00; funds available as of 09/24/09  
 529-->535 \$ 80.00; funds available as of 09/24/09  
 439-->535 \$ 20.00; funds available as of 09/24/09

Attachments

Link: [2009- Pct. #1 Sanitation \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:55 AM	APRV
2	Ana Galvan	Anna Galvan	09/24/2009 01:35 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Joann Gonzalez  
 Started On: 09/23/2009 04:38 PM

Final Approval Date: 09/25/2009



AI-17696

2.EE.

2009 - Pct#1 Parks (1211)

CC CONSENT

Date: 09/29/2009  
 Submitted By: Joann Gonzalez, COMM. PCT. #1  
 Department: COMM. PCT. #1  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09/24/2009

Attachments

Link: [2009 - Pct#1 Parks \(1211\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:55 AM	APRV
2	JC Carreon	JC Carreon	09/24/2009 11:26 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Joann Gonzalez  
 Started On: 09/23/2009 04:36 PM

Final Approval Date: 09/25/2009



**AI-17617**

**2.FF.**

**2009 Pct. 1 C.A.P. (1312)**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: John Paul Lugo, COMM. PCT. #1  
 Submitted For: John Paul Lugo  
 Department: COMM. PCT. #1  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #1 C.A.P. (1312)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-423-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 731-->339 - \$ 1,069.80; Funding available as of 9/23/09.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:05 AM	APRV
2	Norma Silva	Norma Silva	09/23/2009 02:17 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: John Paul Lugo  
 Started On: 09/22/2009 09:13 AM

Final Approval Date: 09/25/2009



**AI-17610**

**2.GG.**

**Budget Line-Item Transfer for Sanitation  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #2 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$4,000.00 as of 09/22/2009  
334---->619 in the amount of \$300.00  
334---->441 in the amount of \$100.00

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 09:56 AM	APRV
2	Norma Silva	Norma Silva	09/22/2009 11:30 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Yolanda Cisneros  
Started On: 09/21/2009 04:37 PM  
Final Approval Date: 09/25/2009

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AI-17723

2.HH.

**Budget Line-Item Transfer for other supplies**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-082-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$34,648.17 as of 09/25/2009  
 From 739---->619 in the amount of \$300.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/25/2009 11:15 AM	APRV
2	JC Carreon	JC Carreon	09/25/2009 03:05 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/25/2009 11:01 AM  
 Final Approval Date: 09/25/2009



AI-17700

2.II.

**INTRA - BCAP Transfer (1311) - Eldora Gardens Subdivision Pct. No. 2  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
Submitted For: Agapito Vargas  
Department: COLONIA ACCESS PROGRAM  
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-122-252-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 09-24-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:57 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/25/2009 08:59 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Marcie Jackson  
Started On: 09/23/2009 04:53 PM

Final Approval Date: 09/25/2009



AI-17620

2.JJ.

**Budget Line-Item Transfer for Uniforms for CRC employee  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 San Juan CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-018-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$2,150.00 as of 09/22/2009  
780---->343 in the amount of \$500.00.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 10:06 AM	APRV
2	JC Carreon	JC Carreon	09/22/2009 10:19 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Yolanda Cisneros		Started On: 09/22/2009 09:34 AM		
Final Approval Date: 09/25/2009				



AI-17611

2.KK.

**Budget Line-Item Transfer for Parks**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Parks (1212)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1212-452-00-122-008-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$39,933.74 as of 09/22/2009  
 739---->432 in the amount of \$2,0000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 09:57 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2009 05:05 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Yolanda Cisneros		Started On: 09/21/2009 04:56 PM		
Final Approval Date: 09/25/2009				



**AI-17625**

**2.LL.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #3 BCAP (1312)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-380-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 09/23/2009

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 11:21 AM	APRV
2	JC Carreon	JC Carreon	09/23/2009 02:40 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Norma Ceballos  
Started On: 09/22/2009 10:32 AM

Final Approval Date: 09/25/2009

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# INTRA-DEPARTMENTAL TRANSFER

DATE: 09/22/09

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

DEPARTMENT NAME: Pct #3 - CAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-123-380-0-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
733	La Homa Grove Estates-Drainage Ditch	731	La Homa Grove Estates-Roads	\$ 9,334.55
<b>TOTAL</b>				<b>\$ 9,334.55</b>

**REASON:** To cover expected expenses. Change Order #1 approved in CC 8-11-09

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-17653**

**2.MM.**

**Pct. #4 Parks (1214)**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Jr. Munoz, COMM. PCT. #4  
 Department: COMM. PCT. #4  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #4 Parks (1214)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1214-452-00-124-009-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 442-->431 \$ 1,500.00; funds available as of 09/24/09

**Attachments**

Link: [Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:27 AM	APRV
2	Norma Silva	Angela Garcia	09/24/2009 09:19 AM	APRV
3	Ana Galvan	Anna Galvan	09/24/2009 01:03 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Jr. Munoz		Started On: 09/23/2009 11:50 AM		
Final Approval Date: 09/25/2009				

**DATE:** September 23, 2009 **AI#** 17653

**DEPARTMENT HEAD:** Commissioner Oscar L. Garza Jr.

**DEPARTMENT NAME:** Hidalgo County Pct. #4 - Parks

**ACCOUNT NUMBER:** 9-1214-452-00-124-009-0-XXX

**SUBJECT:** Intradepartmental Transfer/s

**Contact Person:** Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

<b>FROM</b>	<b>OBJECT NAME</b>	<b>TO</b>	<b>OBJECT NAME</b>
<b>442</b>	<b>Equipment &amp; Vehicle Rentals</b>	<b>431</b>	<b>Bldg &amp; Other Struc R&amp;M Srv</b>

TOTAL

**REASON:** To cover repair of fence at the Jr. "Milo" Ponce Park

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY



**AI-17649**

**2.NN.**

**Pct. 4 R&B (1204)**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #4 R&B (1204)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 09-25-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:16 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/25/2009 08:57 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Jr. Munoz  
Started On: 09/23/2009 11:39 AM  
Final Approval Date: 09/25/2009

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**AI-17650**

**2.00.**

**Pct. 4 Administration (1204)**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Jr. Munoz, COMM. PCT. #4  
 Department: COMM. PCT. #4  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #4 Adm. (1204)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 09-24-09

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:24 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/25/2009 08:58 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Jr. Munoz Started On: 09/23/2009 11:44 AM  
 Final Approval Date: 09/25/2009



Pct. #4 Landfill (1100)

CC CONSENT

Date: 09/29/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

- 411-->421 \$ 1,000.00; funds available as of 09/25/09
431-->421 \$ 265.30; funds available as of 09/25/09
432-->421 \$ 8,000.00; funds available as of 09/25/09
434-->421 \$ 584.87; funds available as of 09/25/09
531-->421 \$ 82.66; funds available as of 09/25/09
535-->421 \$ 50.00; funds available as of 09/25/09
540-->421 \$ 500.00; funds available as of 09/25/09
601-->421 \$ 285.30; funds available as of 09/25/09
605-->421 \$ 1,300.00; funds available as of 09/25/09
630-->421 \$ 200.00; funds available as of 09/25/09
672-->421 \$ 5,000.00; funds available as of 09/25/09
679-->421 \$ 2,000.00; funds available as of 09/25/09
681-->421 \$ 186.27; funds available as of 09/25/09
683-->421 \$ 1,300.00; funds available as of 09/25/09
683-->622 \$ 358.00; funds available as of 09/25/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Table with 5 columns: Route, Seq, Inbox, Approved By, Date, Status. Contains routing history for Budget & Management, Ana Galvan, and Auditor's Office.

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DATE: September 23, 2009 AI# 17652

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 9-1100-432-00-124-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph# : 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
411	Water / Sewerage	421	Disposal	\$ 1,000.00
431	Bldg & Other Struc R&M Services	421	Disposal	265.30
432	Equip & Veh R&M Services	421	Disposal	8,000.00
434	Vehicle R&M Services	421	Disposal	584.87
531	Telephone	421	Disposal	82.66
535	Postage	421	Disposal	50.00
540	Advertising	421	Disposal	500.00
601	Office & Computer Supplies	421	Disposal	285.30
605	Clothing & Uniforms	421	Disposal	1,300.00
630	Food	421	Disposal	200.00
672	Equip & Veh R&M Supplies	421	Disposal	5,000.00
679	Other R&M Supplies	421	Disposal	2,000.00
681	Vehicle R&M Supplies	421	Disposal	186.27
683	Lubricants	421	Disposal	1,300.00
683	Lubricants	622	Electricity	358.00
TOTAL				\$ 21,112.40

REASON: To cover expected expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-17606**

**4.A.**

**Approval of Monthly Financial Report for the Month of August 2009  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Angelica Tapia, AUDITOR'S OFFICE  
Submitted For: Ray Eufracio  
Department: AUDITOR'S OFFICE

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Information

**CAPTION**

Approval of Monthly Financial Report for the Month of August 2009.

**BACKGROUND**

Reports will be distributed before Commissioners' Court meeting.

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Fiscal Impact

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Attachments

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*No file(s) attached.*

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	09/21/2009 03:32 PM	APRV
2	Erika Zamora	Erika Zamora	09/22/2009 03:59 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Angelica Tapia  
Started On: 09/21/2009 02:35 PM

Final Approval Date: 09/25/2009

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**AI-17624**  
**Pipeline Permit**  
**CC CONSENT**

**5.A.**

Date: 09/29/2009  
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
Submitted For: Joe Pena  
Department: RIGHT OF WAY DEPT.  
Agenda Category: Right of Way

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Information

CAPTION

1. North Alamo Water Supply:
  - a. Approximately 1,710' East of FM 1426 on the North side of Alberta Rd- 2" Bore- JL Cantu Subd. - 3/4" service connection.
  - b. Approximately 323' East of Valverde Rd on the North Side of Roosevelt Rd- Bore- 2" Bore- Jireh Subd. - 3/4" service connection.

BACKGROUND

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Fiscal Impact

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Attachments

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Link: [Pipeline Permit](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:12 AM	APRV
2	Olga Garza	Olga Garza	09/24/2009 09:30 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Sandra Garcia  
Started On: 09/22/2009 10:19 AM  
Final Approval Date: 09/25/2009

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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 29th day of September, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2" inch 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:**

- 1. Approximately 1,710' East of FM 1426 on the North side of Alberta Rd- 2" Bore- JL Cantu Subd.- ¾" service connection.
- 2. Approximately 323' East of Valverde Rd on the North side of Roosevelt Rd- 2" Bore- Jireh Subd.- ¾" service connection.

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 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.

AI-17645

6.A.

**TAX OFFICE REFUNDS**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Hilda Fuentes, TAX OFFICE  
 Submitted For: Hilda Fuentes  
 Department: TAX OFFICE  
 Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
J3900.02.000.0005.01	David & Carmen Young	Sierra Title Of Hidalgo County	\$2523.66
V3520.00.000.0013.00	Ramirez, Maria M	Citi Residential Lending	\$2980.10

BACKGROUND

Fiscal Impact

Attachments

Link: [FRNT PAGE](#)  
 Link: [ACCTS PAGE](#)  
 Link: [Dyoung](#)  
 Link: [ramirez](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:16 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 08:45 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Hilda Fuentes

Started On: 09/23/2009 10:06 AM

Final Approval Date: 09/25/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



*Armando Barrera Jr., RTA*  
Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

September 18, 2009

The Honorable J.D Salinas III  
Hidalgo County Commissioners  
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

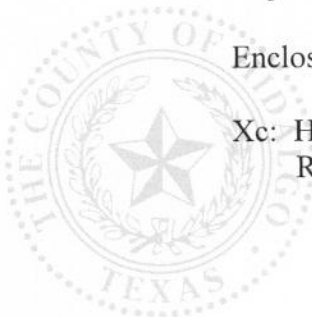
Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor  
Raymundo Eufrazio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., R7A*

Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1. J3900.02.000.0005.01	DAVID & CARMEN YOUNG	SIERRA TITLE OF HIDALGO COUNTY	\$ 2,523.66
2. V3520.00.000.0013.00	RAMIREZ, MARIA M	CITI RESIDENTIAL LENDING	\$ 2,980.10



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

GF 3135633



ARMANDO BARRERA JR., RTA  
Hidalgo County Tax Assessor - Collector  
PO BOX 178, EDINBURG, TEXAS 78540

Phone No.: (956) 318-2157  
Fax No.: 956-318-2733

Print Date: 07/01/2009

owner: David & Carmen Young

AUDITED BY: THE HIDALGO  
COUNTY AUDITOR'S OFFICE  
DATE: JE 9-14-09

<b>Account Number</b> J3900-02-000-0005-01 HCAD No. R199182
<b>Legal Description of the Property</b> JANICE #2 LOT 5-LESS W 85'- 1901 N 10TH ST

Payer  
**SIERRA TITLE OF HIDALGO COUNTY Inc**  
3401 N 10TH ST  
MCALLEN, TX 78501

2008 OVERAGE AMOUNT \$2,523.66

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above <u>Same</u>	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2005-2008</u> and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	<input type="checkbox"/> Overpaid the account	<b>SECOND NOTICE</b>
	<input type="checkbox"/> Duplicate payment	
	<input type="checkbox"/> Paid in error (explain)	
Step 4: Provide payment information <i>Attach copies of cancelled checks or tax office receipts</i>	Total amount paid by this taxpayer	<b>AUG 24 2009</b>
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	<input type="checkbox"/> Mail to Property Owner	<b>AUG 24 2009</b>
	<input checked="" type="checkbox"/> Mail to Payer at address in Step 1	
	<input type="checkbox"/> Transfer this amount to account	
	<input type="checkbox"/> Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	<b>SIGN HERE</b>	Date of application <u>8-26-09</u>
	<b>If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10</b>	
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By:  Date: <u>9/17/09</u>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By:  Date: <u>9/11/09</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.

9/2

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	Collecting tax for: (Tax Units) GHD-SST-DRI-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) <b>P O BOX 178</b>	Phone (area code and number) <b>(956) 318-2157</b>
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name <b>RAMIREZ, MARIA M PAID BY: CITI RESIDENTIAL LENDING*</b>
	Present mailing address (number and street) <b>2012 CLAVEL ST</b>
	City, town or post office, state, ZIP code <b>MISSION, TX 78572-0000</b>

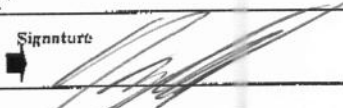
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): <b>VILLA DE ROMA LOT 13</b>
	Address or location of property: <b>R583035*</b>
	Account number of property: <b>V3520.00.000.0013.00*</b>
	Tax receipt number: <b>OR 12097018</b>

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2007	07	/ 31	\$ 4004.78*	\$ 2980.10*
2.			/	\$	\$	
3.			/	\$	\$	
4.			/	\$	\$	
5.			/	\$ TOTAL	\$ 2980.10*	

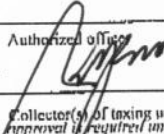
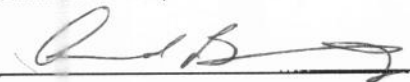
Taxpayer's reason for refund (attach supporting documentation): **OVERPAYMENT** **CONT**

**0821306B Ln# 4000296592**

**MM**

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	sign here 	Date of application for tax refund <b>6/18/09</b>

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>JE 9-15-09</b>
	sign here 	Date <b>9/17/09</b>	
	sign here 	Date <b>7/13/09</b>	

9/9  
7/13

**Homebuyer Asst. Program contracts  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Estella Webber, URBAN COUNTY  
Department: URBAN COUNTY  
Agenda Category: Urban County

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Information

CAPTION

Request approval to enter into TWO ( 2 ) "Homebuyer Assistance Program " Contracts under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
ALEJANDRO CAVAZOS	FY 2005	\$5,000	USDA	LOT 64 LAKEVIEW AT PALMSHORES UNIT 2, LA JOYA TX
FELIPE & PATRICIA ESCAMILLA	FY 2005	\$7,500	USDA	LOT 8 NICK DOFFING SUBDIVISION #4, PALMVIEW TX

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Fiscal Impact

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Urban County funds will be utilized.

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Attachments

*No file(s) attached.*

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 12:01 PM	APRV
2	Perla Lopez	Perla Lopez	09/22/2009 01:03 PM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Estella Webber  
Started On: 09/22/2009 11:30 AM  
Final Approval Date: 09/25/2009

**Home Rehab applicants**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Estella Webber, URBAN COUNTY  
 Department: URBAN COUNTY  
 Agenda Category: Urban County

**Information**

**CAPTION**

Request for approval of one (1) applicant in the City of San Juan and one (1) applicant in the City of La Joya under the HOME Homeowner Occupied Housing Rehabilitation Program.

**BACKGROUND**

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Oralia de la Rosa Alaniz Deferred Loan - Elderly Reconstruct	SJ 75-09-02	San Juan Precinct #2	HOME 2008	Lots 1, 2 & 3, Block 7, El Cahon subdivision Hidalgo County, Texas.
Hipolito & Maria Toscano Deferred Loan - Disabled Reconstruct	LJ 40-09-01	La Joya Precinct #1	HOME 2008	All of Lot 15 Amanda Subdivision, being a subdivision of 10.05 acres out of a 12.46 acre tract out of Lot 265, Los Ejidos de Reynosa Viejo of land in Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2008 Budget. The Urban County Program staff recommends approval of applicants.

**Fiscal Impact**

FISCAL YEAR: ACCT. #: Urban County Funds  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Utilizing Urban Co. HOME funds under the 2008 budget.

**Attachments**

Link: [applicants' info.](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:15 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 08:37 AM	APRV
3	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Estella Webber

Started On: 09/23/2009 08:51  
AM

Final Approval Date: 09/25/2009

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# URBAN COUNTY PROGRAM

## Hidalgo County Commissioner's Court Consent Agenda Request Form

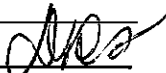
No. \_\_\_\_\_

Date: September 22, 2009

Meeting Date Request: September 29, 2009

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program  
*Diana R. Serna, Urban County Director* 

Phone: (956) 787-8127 Fax: (956) 787-5291

**Caption:**

Request for approval of one (1) applicant in the City of San Juan and one (1) applicant in the City of La Joya under the HOME Homeowner Occupied Housing Rehabilitation Program.

**Background:**

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

<u>APPLICANT</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YEAR</u>	<u>LOCATION OF PROPERTY</u>
Oralia de la Rosa Alaniz Deferred Loan - Elderly Reconstruct	SJ 75-09-02	San Juan Precinct #2	HOME 2008	Lots 1, 2 & 3, Block 7, El Cahon subdivision Hidalgo County, Texas.
Hipolito & Maria Toscano Deferred Loan - Disabled Reconstruct	LJ 40-09-01	La Joya Precinct #1	HOME 2008	All of Lot 15 Amanda Subdivision, being a subdivision of 10.05 acres out of a 12.46 acre tract out of Lot 265, Los Ejidos de Reynosa Viejo of land in Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2008 Budget. The Urban County Program staff recommends approval of applicant's.

Please initial for approval:

HOME Manager \_\_\_\_\_  
Finance *FMAA*

Legal Council \_\_\_\_\_ Budget \_\_\_\_\_ Human Resources \_\_\_\_\_ Dept./Fund No. \_\_\_\_\_ Amt. \_\_\_\_\_  
Expended: \$ \_\_\_\_\_ Funds/ Staffing Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_ Amount Code: \_\_\_\_\_ Impact on Future Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:**

**Action taken by Commissioner's Court:**

Approved \_\_\_\_\_ Tabled \_\_\_\_\_ Denied \_\_\_\_\_ Motion made by \_\_\_\_\_ Seconded \_\_\_\_\_ Vote \_\_\_\_\_

## Housing Rehab Program

**ENTITY:** City of San Juan

**PROJECT:** Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2008

**SYNOPSIS:**

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since January 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

<b>Oralia De La Rosa Alaniz</b>	Family of one (1)	
	Applicant's age is 76	
	Title Search:	No Abstract & Liens
	Flood Zone:	No – Zone C
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	\$1,756.53
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan - Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Total annual household income:	\$ 9,858.00
	HUD Income Limits (family of 1):	\$ 25,550.00

Existing Dwelling: 2 bedrooms frame home, built in 1957.

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

# INITIAL INSPECTION

Date: 8/19/09 City: San Juan If County Wide, Precinct #: 2

Name of Applicant: Oralia D. Alaniz Inspector: A. Garcia

Address: 419 W. Chaparral Year House was Built: N/A

## EXTERIOR

1. **Foundation Condition:** Good [ ] Repair [ ] Replace []  
**Foundation Type:** Piers [] Concrete [ ]  
Is the foundation sound and free from hazards?

Notes: Shakes alot when walked on

2. **Exterior Walls:** Good [ ] Repair [ ] Replace []  
Are the exterior surfaces sound and free from hazards?

Notes: Insed damage old weathered

3. **Windows:** Good [] Repair [ ] Replace []

Notes: OK

4. **Trim:** Good [ ] Repair [ ] Replace []

Notes: Old weathered, rotting

5. **Overhang / Trim:** Good [ ] Repair [ ] Replace []

Notes: Same as trim

6. **Roof Shingles:** Good [ ] Repair [ ] Replace []

Notes: Very old some water damage

7. Roof: 1 Good [ ] Repair [ ] Replace [  ]  
 Front Porch Roof Good [ ] Repair [ ] Replace [  ]  
 Rear Porch Roof Good [ ] Repair [ ] Replace [  ]

Is the roof sound and free from hazards?

Notes: OK

8. Other Exterior Structural Observations (stairs, rails, ramps, etc.): \_\_\_\_\_

9. Sewer Connected to City Main Line [ ]  
 Yard Line: Good [ ] Repair [  ] Replace [ ]

Notes: OK

10. Septic Tank: N/A Good [ ] Repair [ ] Replace [ ]  
 Sewer Connected to Septic System [ ]  
 # of years with current Septic System: \_\_\_\_\_

Is plumbing free from sewer back up? \_\_\_\_\_

Yard Line & Drain Field: Good [ ] Repair [ ] Replace [ ]

Notes: \_\_\_\_\_

11. Water Line: Good [ ] Repair [ ] Replace [  ]

Notes: Low pressure

12. Gas Line: Good [ ] Repair [ ] Replace [ ]  
 LP Gas Line & Tank to Code Relocate [ ] Replace [ ]

Notes: OK

13. Doors (front & back): Good [ ] Repair [ ] Replace [  ]

Don't close properly due to warping of door frame.

Notes: \_\_\_\_\_  
14. Other observations about all Exterior Plumbing / Drains / Sewer: \_\_\_\_\_

14. Electrical Lines: OK Good [ ] Repair [ ] Replace [ ]

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Yes [ ] No [ ]

Location(s): \_\_\_\_\_

Notes: \_\_\_\_\_

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## INTERIOR

15. Describe Flooring Conditions for Entire Dwelling: All over very unstable.

Describe Specific Floor Problem Areas: \_\_\_\_\_

Is Floor Reparable Yes [ ] No [  ]

Notes: \_\_\_\_\_

16. Condition of Kitchen Cabinets: Good [ ] Repair [ ] Replace [ ]

Notes: OK

17. Ceiling Coverings: Good [ ] Repair [ ] Replace [  ]

Notes: Done water damage.

18. Wall Coverings: Good [ ] Repair [ ] Replace [  ]  
Interior Trim Good [ ] Repair [ ] Replace [  ]  
Interior Finish (Wall Texture) Good [ ] Repair [ ] Replace [  ]

Notes: \_\_\_\_\_

19. Water Heater: OK Good [ ] Repair [ ] Replace [ ]  
Is hot water heater located and equipped in a safe manner and free of hazards?

Plumbing: Good [ ] Repair [ ] Replace [ ]  
Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: \_\_\_\_\_

20. Insulation: NONE Good [ ] Repair [ ] Replace [ ]  
Are the attic and walls appropriately insulated for regional conditions?

Notes: \_\_\_\_\_

21. Lead Base Paint Assessment Required [ ] Not Required [  ]

22. Infestation – Is the unit free from rats or severe infestation by mice or vermin?

Yes [ ] No [ ]

Notes: \_\_\_\_\_

23. Electrical Hazards – are the rooms free from electrical hazards?:

Yes [ ] No [ ]

Location(s): OK

Notes: \_\_\_\_\_

24. INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):

Due to low home appraisal and high cost estimate for repairs, rebuild.



## Housing Rehab Program

**ENTITY:** City of La Joya

**PROJECT:** Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2008

**SYNOPSIS:**

The family is recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn . The following is a profile of the family.

**Hipolito & Maria Toscano**

Family of seven (7)

Applicant's age is 50, spouse age is 36, daughter's ages are 12, 9 & 2yrs and son's ages are 5 & 4.

Title Search: No Abstract & Liens

Flood Zone: No – Zone C

Insurance: N/A

Structures: 1

Taxes: current

Assets & Deposits: \$34.75

Debt to Income Ratio: N/A

Pay Back: No - Deferred Loan - Disabled

Number of Bedrooms: 4

Square Feet: 1338

Total annual household income: \$ 20,220.00

HUD Income Limits (family of 7): \$ 43,300.00

Existing Dwelling: 2 bedrooms frame home, built in 1994.

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

# EMERGENCY ASSISTANCE INSPECTION FINDINGS

DATE: Tuesday, August 14, 2007

NAME: Maria & Hipolito Toscano

ADDRESS: 321 E. 6<sup>th</sup> St.  
La Joya, TX.

Approx. Age of Home

PHONE: 956 - 583-1439

N/A Years

In accordance with written standards for the Emergency Loan Program the inspection revealed the following:

Written Standard	Findings
<p><b>Impending or Immediate Hazards</b> within the past 6-months including but not limited to: leaking roofs, hazardous wiring, damaged water lines, broken water heaters, backed-up or damaged sewer lines, broken gas lines. <b>PROPERTIES IDENTIFIED BY CODE ENFORCEMENT FOR DEMOLITION ARE NOT ELIGIBLE.</b></p>	<p><input checked="" type="checkbox"/> <b>NONE</b> History of Hazards: <input type="checkbox"/> 2 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6+ MONTHS Hazard's List:  <input type="checkbox"/> Leaking Roof                      <input type="checkbox"/> Damaged Sewer Line  <input checked="" type="checkbox"/> Hazardous Wiring                  <input type="checkbox"/> Broken Water Line  <input type="checkbox"/> Damaged Water Lines              <input type="checkbox"/> Broken Gas Line  <input type="checkbox"/> Other (list):</p>
<p><b>Broken cooling systems:</b> Require physician's statement attesting to the medical necessity of the same for a household member. Type of Existing Cooling System:  <input type="checkbox"/> Window unit(s)      <input checked="" type="checkbox"/> Central A/C</p>	<p><input type="checkbox"/> <b>NONE</b> Condition of Cooling unit:  <input type="checkbox"/> Not Working                      <input type="checkbox"/> Needs Repair   Physician's Letter stating medical necessity:  <input type="checkbox"/> Letter available                  <input checked="" type="checkbox"/> No letter available  <input type="checkbox"/> Letter does not describe necessity.</p>
<p><b>Catastrophic Loss</b> from Fire or Flooding   <i>\$60,000.00 DEFERRED or 0% INTEREST ACCORDING TO CRITERIA</i></p>	<p><input type="checkbox"/> <b>NONE</b> Type of Catastrophe:  <input checked="" type="checkbox"/> Fire                      <input checked="" type="checkbox"/> Partial Home                  <input type="checkbox"/> Entire Home  <input type="checkbox"/> Flooding                  <input type="checkbox"/> One time                      <input type="checkbox"/> Constant</p>
<p><b>Medical Necessity</b> demonstrated through U.S. licensed physician's written statement declaring that rehabilitation of the client's home is necessary to address a serious medical condition. <i>\$60,000.00 CAP AND ALL OTHER PROGRAM REQUIREMENTS APPLY</i></p>	<p><input type="checkbox"/> <b>NONE</b> Physician's Letter stating medical necessity:  <input type="checkbox"/> Letter available                  <input checked="" type="checkbox"/> No letter available  <input type="checkbox"/> Letter does not describe necessity.  <input type="checkbox"/> Other Proof (list):</p>

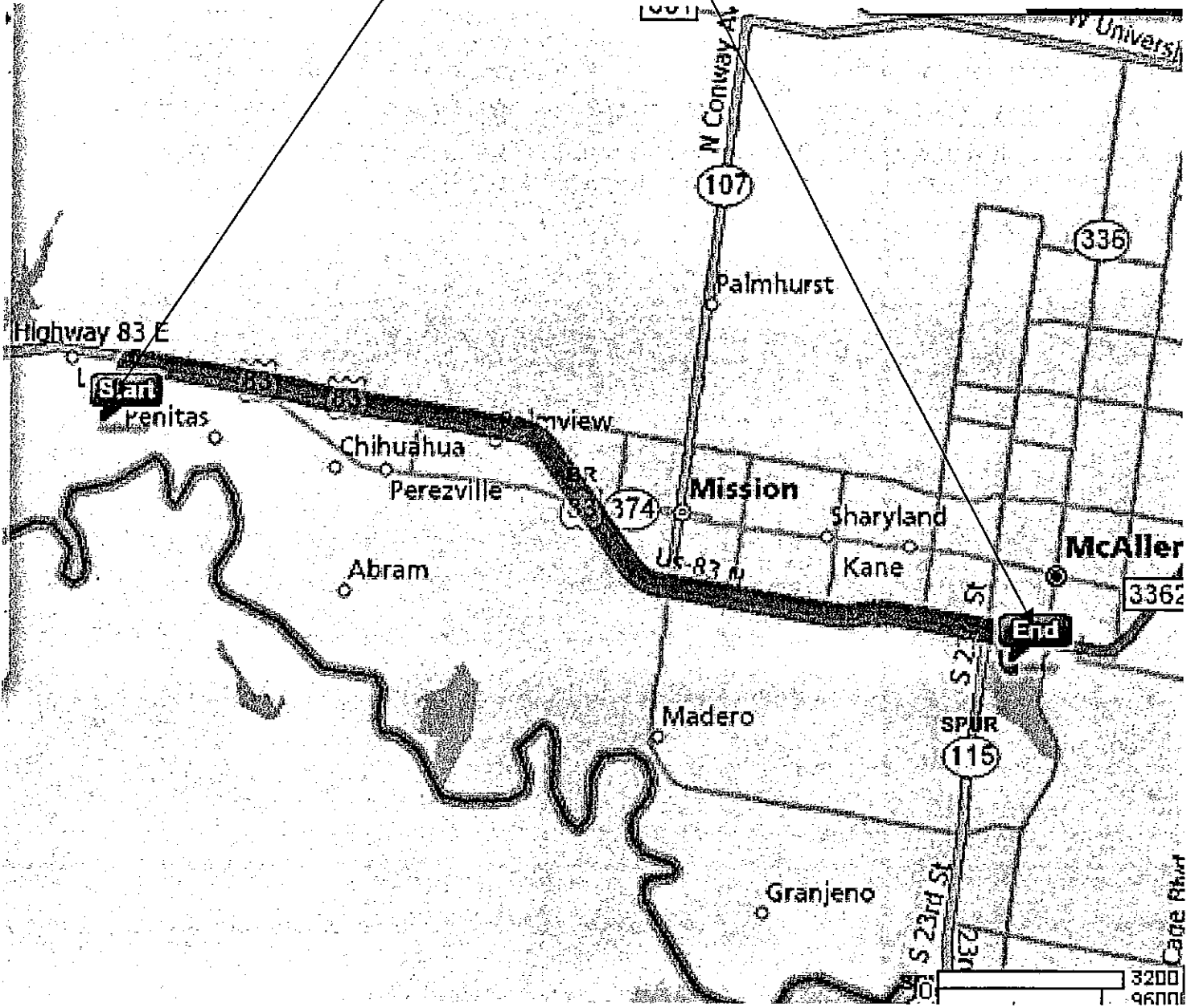
Contact me for any questions you may have.

EMERGENCY STATUS:	<input checked="" type="checkbox"/> EMERGENCY	<input type="checkbox"/> NOT AN EMERGENCY
QUALIFIES FOR:	<input type="checkbox"/> \$60,000.00 DEFERRED OR 0% INTEREST LOAN	

INSPECTION BY:

  
 Arturo Garcia, Rehab Specialist

# Toscano- Airport



**AI-17615**

**8.A.**

**Monthly Collection Reports for February 2009 through July 2009.**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Maria Medina, AUDITOR'S OFFICE  
Submitted For: Ray Eufrazio  
Department: AUDITOR'S OFFICE  
Agenda Category: Auditor's Office

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Information

CAPTION

Monthly Collection Reports for February 2009, March 2009, April 2009, May 2009, June 2009, and July 2009.

<u>OFFICE</u>	<u>FEES &amp; COST</u>	<u>MONTH</u>
Anzalduas Park	\$ 2,352.00	June 2009
Anzalduas Park	\$ 1,772.00	July 2009
Delta Lake	\$ 1,046.00	June 2009
Delta Lake	\$ 978.00	July 2009
Constable Gilberto Alaniz	\$ 430.00	May 2009
Constable Gilberto Alaniz	\$ 1,840.00	June 2009
Constable Celestino Avila	\$ 1,098.40	May 2009
Constable Celestino Avila	\$ 2,115.20	June 2009
Constable Lazaro Gallardo Jr.	\$ 2,350.00	May 2009
Constable Lazaro Gallardo, Jr.	\$ 2,120.00	June 2009
Constable Lazaro Gallardo, Jr.	\$ 2,080.00	July 2009
Constable Eddie Guerra	\$ 910.00	January 2009
Constable Eddie Guerra	\$ 510.00	February 2009
Constable Eddie Guerra	\$ 950.00	March 2009
Constable Eddie Guerra	\$ 720.00	April 2009
Constable Eddie Guerra	\$ 780.00	May2009
Constable Eddie Guerra	\$ 1,750.00	June 2009
J.P. Gilberto Saenz	\$ 63,899.00	February 2009
J.P. Gilberto Saenz	\$ 56,372.75	March 2009
J.P. Gilberto Saenz	\$ 51,423.00	April 2009
J.P. Gilberto Saenz	\$ 59,383.03	May 2009
J.P. Gilberto Saenz	\$ 63,956.75	June 2009
J.P. Gilberto Saenz	\$ 48,895.96	July 2009
J.P. Jesus Morales	\$ 35,707.00	February 2009
J.P. Jesus Morales	\$ 34,252.75	March 2009
J.P. Jesus Morales	\$ 22,214.50	April 2009
J.P. Jesus Morales	\$ 30,365.50	May 2009
J.P. Jesus Morales	\$ 33,701.50	June 2009
J.P. Jesus Morales	\$ 28,332.25	July 2009
J.P. Bobby Contreras	\$ 87,345.00	February 2009
J.P. Bobby Contreras	\$ 97,237.25	March 2009
J.P. Bobby Contreras	\$ 86,227.00	April 2009
J.P. Bobby Contreras	\$ 93,519.95	May 2009
J.P. Bobby Contreras	\$ 83,990.25	June 2009
J.P. Bobby Contreras	\$ 55,061.20	July 2009
J.P. Rosa Trevino	\$106,663.25	February 2009
J.P. Rosa Trevino	\$103,597.50	March 2009
J.P. Rosa Trevino	\$ 89,793.25	April 2009
J.P. Rosa Trevino	\$ 95,949.25	May 2009
J.P. Rosa Trevino	\$ 87,664.00	June 2009
J.P. Rosa Trevino	\$ 53,650.25	July 2009
J.P. Luis Garza	\$103,323.84	February 2009
J.P. Luis Garza	\$102,704.00	March 2009
J.P. Luis Garza	\$ 74,419.25	April 2009
J.P. Luis Garza	\$ 91,465.73	May 2009
J.P. Luis Garza	\$ 74,523.83	June 2009

J.P. Luis Garza	\$ 75,104.80	July 2009
J.P. Ismael Ochoa	\$104,164.00	February 2009
J.P. Ismael Ochoa	\$ 97,916.25	March 2009
J.P. Ismael Ochoa	\$ 76,297.49	April 2009
J.P. Ismael Ochoa	\$ 77,396.25	May 2009
J.P. Ismael Ochoa	\$ 74,592.31	June 2009
J.P. Ismael Ochoa	\$ 97,381.75	July 2009
J.P. Charlie Espinoza	\$164,061.00	February 2009
J.P. Charlie Espinoza	\$172,897.75	March 2009
J.P. Charlie Espinoza	\$126,857.00	April 2009
J.P. Charlie Espinoza	\$133,146.75	May 2009
J.P. Charlie Espinoza	\$150,556.35	June 2009
J.P. Charlie Espinoza	\$116,094.75	July 2009
J.P. Mary Alice Palacios-Hernandez	\$131,145.00	February 2009
J.P. Mary Alice Palacios-Hernandez	\$ 91,750.45	March 2009
J.P. Mary Alice Palacios-Hernandez	\$ 79,118.50	April 2009
J.P. Mary Alice Palacios-Hernandez	\$ 91,768.75	May 2009
J.P. Mary Alice Palacios-Hernandez	\$112,765.25	June 2009
J.P. Mary Alice Palacios-Hernandez	\$ 58,728.25	July 2009
J.P. Espiridion Jackson	\$ 23,295.33	February 2009
J.P. Espiridion Jackson	\$ 26,912.53	March 2009
J.P. Espiridion Jackson	\$ 21,128.12	April 2009
J.P. Espiridion Jackson	\$ 18,801.89	May 2009
J.P. Espiridion Jackson	\$ 22,615.41	June 2009
J.P. Espiridion Jackson	\$ 20,610.22	July 2009
Tax Assessor/Collector	\$2,894,870.01	July 2009

## BACKGROUND

### Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required. No fiscal impact.

### Attachments

Link: [Monthly Collection Report - February thru July 2009](#)

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:11 AM	APRV
2	Erika Zamora	Erika Zamora	09/24/2009 02:19 PM	APRV
3	Erika Zamora	Erika Zamora	09/24/2009 02:34 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Maria Medina

Started On: 09/22/2009 08:43 AM

Final Approval Date: 09/25/2009



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

September 21, 2009

The Honorable Juan D. Salinas, III  
 Hidalgo County Judge  
 County Administration Building, 2nd Floor  
 100 East Cano  
 Edinburg, Texas 78539

Dear Judge Salinas:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

<u>OFFICE</u>	<u>FEES &amp; COST</u>	<u>MONTH</u>
Anzalduas Park	\$ 2,352.00	June 2009
Anzalduas Park	\$ 1,772.00	July 2009
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J.P. Gilberto Saenz	\$ 56,372.75	March 2009
J.P. Gilberto Saenz	\$ 51,423.00	April 2009
J.P. Gilberto Saenz	\$ 59,383.03	May 2009
J.P. Gilberto Saenz	\$ 63,956.75	June 2009
J.P. Gilberto Saenz	\$ 48,895.96	July 2009
J.P. Jesus Morales	\$ 35,707.00	February 2009
J.P. Jesus Morales	\$ 34,252.75	March 2009

**HIDALGO COUNTY DISTRICT JUDGES**

J.P. Jesus Morales	\$	22,214.50	April 2009
J.P. Jesus Morales	\$	30,365.50	May 2009
J.P. Jesus Morales	\$	33,701.50	June 2009
J.P. Jesus Morales	\$	28,332.25	July 2009
J.P. Bobby Contreras	\$	87,345.00	February 2009
J.P. Bobby Contreras	\$	97,237.25	March 2009
J.P. Bobby Contreras	\$	86,227.00	April 2009
J.P. Bobby Contreras	\$	93,519.95	May 2009
J.P. Bobby Contreras	\$	83,990.25	June 2009
J.P. Bobby Contreras	\$	55,061.20	July 2009
J.P. Rosa Trevino	\$	106,663.25	February 2009
J.P. Rosa Trevino	\$	103,597.50	March 2009
J.P. Rosa Trevino	\$	89,793.25	April 2009
J.P. Rosa Trevino	\$	95,949.25	May 2009
J.P. Rosa Trevino	\$	87,664.00	June 2009
J.P. Rosa Trevino	\$	53,650.25	July 2009
J.P. Luis Garza	\$	103,323.84	February 2009
J.P. Luis Garza	\$	102,704.00	March 2009
J.P. Luis Garza	\$	74,419.25	April 2009
J.P. Luis Garza	\$	91,465.73	May 2009
J.P. Luis Garza	\$	74,523.83	June 2009
J.P. Luis Garza	\$	75,104.80	July 2009
J.P. Ismael Ochoa	\$	104,164.00	February 2009
J.P. Ismael Ochoa	\$	97,916.25	March 2009
J.P. Ismael Ochoa	\$	76,297.49	April 2009
J.P. Ismael Ochoa	\$	77,396.25	May 2009
J.P. Ismael Ochoa	\$	74,592.31	June 2009
J.P. Ismael Ochoa	\$	97,381.75	July 2009
J.P. Charlie Espinoza	\$	164,061.00	February 2009
J.P. Charlie Espinoza	\$	172,897.75	March 2009
J.P. Charlie Espinoza	\$	126,857.00	April 2009
J.P. Charlie Espinoza	\$	133,146.75	May 2009
J.P. Charlie Espinoza	\$	150,556.35	June 2009
J.P. Charlie Espinoza	\$	116,094.75	July 2009
J.P. Mary Alice Palacios-Hernandez	\$	131,145.00	February 2009
J.P. Mary Alice Palacios-Hernandez	\$	91,750.45	March 2009
J.P. Mary Alice Palacios-Hernandez	\$	79,118.50	April 2009
J.P. Mary Alice Palacios-Hernandez	\$	91,768.75	May 2009
J.P. Mary Alice Palacios-Hernandez	\$	112,765.25	June 2009
J.P. Mary Alice Palacios-Hernandez	\$	58,728.25	July 2009
J.P. Espiridion Jackson	\$	23,295.33	February 2009
J.P. Espiridion Jackson	\$	26,912.53	March 2009
J.P. Espiridion Jackson	\$	21,128.12	April 2009
J.P. Espiridion Jackson	\$	18,801.89	May 2009
J.P. Espiridion Jackson	\$	22,615.41	June 2009

**HIDALGO COUNTY DISTRICT JUDGES**

RICARDO P. RODRIGUEZ, JR.  
JUDGE, 92<sup>ND</sup> D.C.

RODOLFO DELGADO  
JUDGE, 93<sup>RD</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 139<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 206<sup>TH</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 275<sup>TH</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 332<sup>ND</sup> D.C.

NOE GONZALEZ  
JUDGE, 370<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 389<sup>TH</sup> D.C.

AIDA SALINAS FLORES  
JUDGE, 398<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 430<sup>TH</sup> D.C.

JESSE CONTRERAS  
JUDGE, 449<sup>TH</sup> D.C.

J.P. Espiridion Jackson	\$	20,610.22	July 2009
Tax Assessor/Collector	\$	2,894,870.01	July 2009

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA  
Hidalgo County Auditor

Attachments

---

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.  
JUDGE, 92<sup>ND</sup> D.C.

RODOLFO DELGADO  
JUDGE, 93<sup>RD</sup> D.C.

J. R. "BOBBY" FLORES  
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JUDGE, 370<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 389<sup>TH</sup> D.C.

AIDA SALINAS FLORES  
JUDGE, 398<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 430<sup>TH</sup> D.C.

JESSE CONTRERAS  
JUDGE, 449<sup>TH</sup> D.C.

Pct 3-Request for Pmt #5-AGA, Inc-C-07-228-07-10

CC CONSENT

Date: 09/29/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of request for Payment #5 (Additional Services) \$ 1,320.00 submitted by AGA, Inc. contracted architect for: "Anzaldua's Park Project- Boat Ramp & Dock Improvements" (C-07-228-07-10 w/PO#592805) subject to County Auditor's review and completion of processing procedures with authority for County Treasurer to issue payment/check.

BACKGROUND

Request for pmt #5 for (Addtl Svc)-AGA, Inc.-C-07-228-07-10

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-452-00-123-043-9-739
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in P.O. #592805 as of 9/25/09 is \$1,611.94.

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-739
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in P.O. #592805 as of 9/25/09 is \$3,448.06.

Attachments

Link: Request for Pmt #5-AGA, Inc-

Form Routing/Status

Table with 3 columns: Route Seq, Inbox, Approved By Date, Status. Contains routing history for the form, including dates and times for each step.

Form Started By: Letty Saenz
Final Approval Date: 09/25/2009



**ARCHITECT'S PROFESSIONAL SERVICES**

119558  
592805

**REQUEST FOR PAYMENT NO. 5 for ADDITIONAL SERVICES (final)**

TO OWNER: County of Hidalgo, Texas  
PROJECT NAME: Boat Ramp & Dock Improvements, Anzalduas Park  
CONTRACT NO.: C-07-228-07-10 P.O. No.: 592805  
FROM: Alcocer Garcia Associates, Inc.  
ADDRESS: 1333 E. Jasmine Ave., McAllen TX 78501  
( EIN: 26-4262500 )

Additional Services Amt.: \$ 10,450.00

SCOPE OF SERVICES	AMOUNT	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Grant Admin. Services *	\$10,450.00	\$10,450.00	\$9,130.00	\$1,320.00

\*Copy of Vazaldua & Associates Invoice No. 2009-047 & documents attached.  
Invoice charged at \$ 1,200.00 + 10% = \$ 1,320.00.

Additional Services Payments to-date:

- Inv. No. 1... \$ 1,155.00
- Inv. No. 2... \$ 1,155.00
- Inv. No. 3 ...\$ 3,740.00
- Inv. No. 4...\$ 3,080.00

I certify that the above is true and correct to the best of my knowledge.

George Alcocer

AGA, Inc.

9-24-09

Date

\_\_\_\_\_

Owner

\_\_\_\_\_

Date

INVOICE RECEIVED BY  
noe ON 9/22/09  
GOODS/SERVICES RECEIVED BY  
Manoel ON 9/21/09

9-1207-452-00-123-043-9-739



September 14, 2009

Garcia/Alcocer Architects

McAllen, Texas 78501

**RE: Anzaldua's Boat Ramp Project**

Dear Mr. Garcia:

Enclosed please find before and after pictures of the aforementioned project. The pictures also include photos of required signage by Texas Parks and Wildlife.

I have also included copies of emails which date the times inspections were held with architects, contractors and Andy Goldbloom of Texas Parks and Wildlife. Each inspection allowed us to obtain final details needed as per plans and specs. The final state inspection was satisfactory. I have also included a copy of my most recent email with Mr. Goldbloom which indicates that TPW awaits final billing in order to close out project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Paul M. Vazaldua, Jr.', with a long horizontal flourish extending to the right.

Paul M. Vazaldua, Jr.

**AI-17684**

**9.B.**

**Pct 1-Inv. #299450-TEDSI-C-08-226-09-30**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Letty Saenz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

**Information**

**CAPTION**

Requesting approval of request for payment for Inv # 299450 (\$18,734.49) submitted by TEDSI Infrastructure Group, Inc. after in connection to contract #C-08-226-09-30 and WA #1 (PO #613184).

**BACKGROUND**

Invoice #299450-TEDSI-C-08-226-09-30

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-121-040-0-731  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Amount available in PO# 613184 \$23,484.58 as of 9/25/09 for TedsI Infrastructure Group, Inc.

**Attachments**

Link: [Inv. #299450-TEDSI](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2009 12:03 PM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 01:41 PM	APRV
3	Erika Zamora	Erika Zamora	09/25/2009 03:24 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Letty Saenz  
 Started On: 09/23/2009 03:30 PM

Final Approval Date: 09/25/2009



**TEDSI INFRASTRUCTURE GROUP**  
*Consulting Engineers*

1201 East Expressway 83  
 Mission, Texas 78572  
 956-424-7898 (Phone)  
 956-424-7022 (Fax)

**INVOICE**

Mr. Joseph Palacios  
 Hidalgo County Precinct No. 1  
 1902 Joe Stephens Ave.  
 Weslaco, Texas 78596

Invoice Date: August 31, 2009  
 TEDSI Invoice No.: 299450  
 TEDSI Project No.: 2008-1020-01  
 Invoice Period: July 1, 2009 thru August 31, 2009

**MILE 2 WEST**  
 Phase II

Contract No. C-08-226-09-30  
 Work Authorization No. 1  
 PO#: 613184

Contract Amount	Contract Amount Remaining
<b>\$604,859.71</b>	<b>\$98,688.43</b>

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	\$374,689.71	5%	75%	\$18,734.49	\$281,017.28
Right-of-Way (ROW)	\$96,250.00	0%	100%	\$0.00	\$96,250.00
Design Field Survey (DFS)	\$100,320.00	0%	95%	\$0.00	\$95,304.00
Surveying (SUR)	\$33,600.00	0%	100%	\$0.00	\$33,600.00
<b>Subtotal</b>	<b>\$604,859.71</b>			<b>\$18,734.49</b>	<b>\$506,171.28</b>

<b>TOTAL FEE EARNED:</b>	\$	506,171.28
<b>LESS PREVIOUSLY INVOICED:</b>	\$	487,436.80
<b>TOTAL AMOUNT DUE THIS INVOICE:</b>	\$	<b>18,734.49</b>

**RECEIVED**

INVOICE RECEIVED BY  
*Nick Matt on 9/23/09*

GOODS/SERVICES RECEIVED BY:  
*Nick Matt on 10/31/09*

SEP 18 2009

PRECINCT 1  
 COMMISSIONER SYLVIA S. HANDY

*[Signature]*  
 Eric Dietrich, P. E.  
 Project Manager

9-1315-431-00-121-040-0--731

PO 613184

**SYLVIA S. HANDY  
COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804  
1902 JOE STEPHENS AVE.  
Weslaco, Texas 78596

**FAX COVERSHEET**

**To:** Purchasing dept.

**From:** Noe Montez

Attn: Vangie

**Fax:**

**Pages:** 2

**Phone:**

**Date:**

**Re:** Po 613184 C-08-226-09-30

**CC:**

Urgent    For Review    Please Comment    Please Reply    Please Recycle

• **Comments**

Please place the following inv#299540 from Tedsi on the next CC meeting for approval for payment .

Thanks

Noe Montez

**NOTICE OF CONFIDENTIALITY**

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

**AI-17654**

**9.C.**

**Extension/Renewal-C-08-195-11-18-Alamo Insurance Group (Consulting Services For Group Health Insurance)**

**CC CONSENT**

Date: 09/29/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting approval of County's sole option to exercise a one (1) year extension as provided in current Contract No. 08-195-11-18-Consulting Services in connection with the County's Group Health Insurance Program with Alamo Insurance Group, Inc., under the same rates, terms and conditions.

**BACKGROUND**

Extension/Renewal effective as of November 2, 2009 and ending November 1, 2010.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 2201-415-00-115-009-0-339  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Account has been fully funded in 2009. Funding is assumed to be similar in 2010. Amount needed in 2010 will be \$37,500.00.

Attachments

Link: [Contract Documentation](#)

Link: [Extension letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2009 11:59 AM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 01:39 PM	APRV
3	Olga Garza	Olga Garza	09/25/2009 09:18 AM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW
Form Started By: Vangie Garcia			Started On: 09/23/2009 11:51 AM	
Final Approval Date: 09/25/2009				

**CONTRACT FOR CONSULTING SERVICES**  
**C-08-195-11-18**

THIS AGREEMENT is made on the 1<sup>st</sup> day of November, 2008 by and between Hidalgo County, a political subdivision of the State of Texas (hereinafter "County") and Alamo Insurance Group, Inc. (a Texas corporation) (hereinafter "Contractor") to serve at the pleasure of Hidalgo County.

WITNESSETH:

WHEREAS, the County desires to contract with a person to provide the services necessary to manage the health and life insurance plans of the County; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter to the County. NOW, THEREFORE, for the mutual consideration expressed hereinafter, the County and Contractor agree as follows:

1. **Contractor agrees:** to provide to the County the consulting services required by the County in connection with the County's employee health and life benefits during the term hereof. (Appendix A) The services include, but are not limited to:
  - a. Monitoring of current health benefits provider, through January 31, 2009
  - b. Information and data collection
  - c. Preparation of the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (REP/Q)
  - d. Solicitation of qualified insurers and vendors
  - e. Analysis of responses
  - f. Selection of finalists; and
  - g. Program implementation (effective 02-01-2009)

Contractor will report any problems or recommended changes in the implementation of an employee health and life benefit plan to the County.

As consideration for the services of Contractor described herein, the County agrees to pay Contractor a fee of \$37,500.00 per year. (Appendix B)

Contractor must comply with all applicable County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of the County. Contractor agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

The County and Contractor agree that either party might terminate this contract upon thirty (30) days written notice at any time, for any reason or no reason at all. In the event this contract is terminated without cause by the County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination

under this Contract for services performed by Contractor through the date of termination will be due and payable to Contractor *within* thirty (30) days following the time of Contract termination.

Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of the County.

Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

The term of this Contract shall commence November 1, 2008 and terminate November 1, 2009 unless earlier terminated as herein provided. Subject to the County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by the County, in its sole discretion, for two additional one year terms at the stated fee.

2. Notice, Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either (i) personally delivered a written receipt, or (ii) sent by registered or certified mail, returned receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to Client: County of Hidalgo

ATTN: County Judge

100 E. Cano 2<sup>nd</sup> Floor

Edinburg, Texas 78539

If to Contractor: Alamo Insurance Group, Inc.

ATTN: Gary R Looney Sr VP

3201 Cherry Ridge Drive, Suite D405

San Antonio, Texas 78230

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such times as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States.

3. **Conflict with Applicable Law.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
4. **No Waiver.** No Waiver by the County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
5. **Entire Agreement.** This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations

or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the County and Contractor and not otherwise.

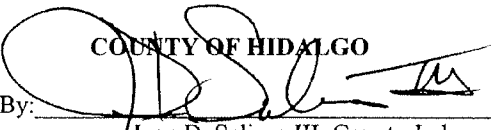
6. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
7. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.
8. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Contract.
9. **Assignments.** This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.
10. **Headings.** The heading and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
11. **Gender and Number.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
12. **Authority to Execute.** The execution and performance of this Contract by the County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the County and Contractor in accordance with its terms.
13. **Ethical Provision.** It is understood that the employees of the County or individuals acting as agents for the County are not authorized to receive any type of personal payment, reimbursements, compensation, commissions, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay and employee of the County any fee, commissions, percentage broker fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The authorized offering or receipt of such payments may result in the immediate termination of this Contract.
14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, the County may terminate this Agreement upon ninety (90) days written notice to Contractor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1995).
15. **Indemnity and Hold Harmless.** Contractor agrees to indemnify and hold the County harmless from any loss, costs, liabilities or damages which are incurred by the County which are primarily attributable to the acts or

commissions of Contractor or the act or omissions of Contractor employees, agents or other representative, including the violation of any law or regulations related to Contractor's duties under this Agreement.

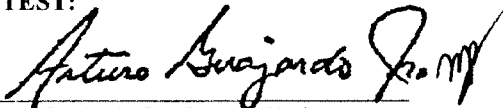
To the extent permitted by applicable law, the County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of the County or the acts or omissions of the County employees, agents or other representatives, including the violation of any law or regulation related to the County duties under this Agreement.

- 16. **Representation and Warranties.** Contractor represents and warrants to the County that all representations and warranties of Contractor as contained in its response to the County Request for Qualifications and Proposal # 08-195-09-10 are true and correct as of the date hereof. Contractor additionally represents and warrants that has not, and will not in the future, receive any compensation ( whether in the cash, credit, commissions, gifts, tangible property otherwise) in connection with the award by the County of a contract for employee health benefits, other than compensation to Contractor pursuant to this Contract. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify the County thereof, in which event the County may, in its sole discretion, elect to terminate this Contract, for cause, on the manner herein provided. Contractor acknowledges and agrees that the County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as a material inducement to the County to enter into the Contract.


EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO  
By:   
Juan D. Salinas III, County Judge

ATTEST:

  
Arturo Guajardo Jr., County Clerk

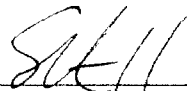
CONTRACTOR:  
ALMO INSURANCE GROUP, Inc.

By:   
Gray R. Looney, SR VP

APPROVED ON COMMISSIONERS' COURT: 11/18/08

APPROVED AS TO FORM

ATLAS & HALL, L.L.P.

By:   
Stephen L. Crain

**APPENDIX A**  
**SCOPE OF SERVICES BY CONTRACTOR**

## APPENDIX A: SCOPE OF SERVICES

This Appendix A is attached to and part of the Contract for Consulting Services between Hidalgo County (hereinafter "County"), a political subdivision of the State of Texas, and the Alamo Insurance Group, Inc., (hereinafter "Contractor") to conform with the requirements of the Bid Specifications presented in **RFP/Q NO: 08-195-09-10-CGV**.

The term of this Contract shall commence November 1, 2008 and terminate November 1, 2009 unless earlier terminated as herein provided. Subject to the County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by the County, in its sole discretion, for two additional one year terms at the stated fee.

Contractor agrees: to provide to the County the consulting services required by the County in connection with the County's employee health and life benefits during the term hereof. The services include, but are not limited to:

- a. Monitoring of current health benefits provider , through January 31, 2009
  1. Information and data collection
- c. Preparation of the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP/Q)
- d. Solicitation of qualified insurers and vendors
- e. Analysis of responses
- f. Selection of finalists; and
- g. Program implementation (effective 02-01-2009)

**APPENDIX B**  
**SCHEDULE OF FEES**

## **APPENDIX B: Schedule of fees**

This Appendix B is attached to and part of the Contract for Consulting Services between Hidalgo County (hereinafter "County"), a political subdivision of the State of Texas, and the Alamo Insurance Group, Inc., (hereinafter "Contractor") to conform with the requirements of the Bid Specifications presented in RFP/Q NO: 08-195-09-10-CGV.

Contractor Agrees to Accept:

As consideration for the services of Contractor described herein, the County agrees to pay Contractor a fee of *\$37,500.00* per year. The contract for services may be extended for two additional one year terms at the stated fee. The term of this Contract shall commence November 1, 2008 and terminate November 1, 2009 unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by the County, in its sole discretion, for two additional one year terms at the stated fee.

The County and Contractor agree that either party might terminate this contract upon thirty (30) days written notice at any time, for any reason or no reason at all. In the event this contract is terminated without cause by the County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the time of contract termination



## **FEE INFORMATION**

**SCOPE OF SERVICES:** Consultant Services for Group Health and Voluntary Insurance Plans are on "As Needed Basis" including, but not limited to the following for:

### **Part I.) Group Health Consultant:**

- Monitoring of current health benefits provider, through January 31, 2009.
- Information and data collection.
- Preparation of the Request for a Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP/Q).
- Solicitation of Qualified insurers and vendors.
- Analysis of responses for recommendation.
- Selection and presentation of finalists; and
- Program implementation (effective 02/01/09).

### **FEES:**

**Alamo Insurance Group, Inc.** proposes an annual fee of \$ \$37,500 for services that include all work related to the delivery of the scope of services described above. In addition, Alamo Insurance Group, Inc. extends this annual fee for a period of four (4) years.



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Mr. Gary R. Looney, RHU, REBC  
Alamo Insurance Group, Inc.

Via Email

ATTN: Xavier C. Guevara, PAHM, CBC

From: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Department

C/O: Cris Villarreal, Buyer *CV*

Date: October 28, 2008

Re: Proposal-"Consulting Services for: Part I- Self-Funded Insured Group Health for Hidalgo County", project.

Pursuant to action taken by Commissioner's Court on Tuesday, October 14, 2008, be advised that your firm has been selected (ranked number one) to enter into negotiations for Consulting Services with County of Hidalgo for the above referenced.

We ask that you provide us with your best and final offer based on the scope of services you submitted in your response, by no later than 4:00 p.m. on Thursday, October 30, 2008.

We ask that you sign below acknowledging receipt with commitment to submit by deadline and return via email or via fax to (956)318-2629.

Signed: *Gary R Looney*

Printed Name: GARY R LOONEY

Title: SR VP



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

September 23, 2009

Alamo Insurance Group, Inc.  
Attn: Gary R. Looney, Sr. VP  
3209 Cherry Ridge Drive, Suite D405  
San Antonio, Texas 78230

Re: C-08-195-11-~~18~~<sup>18 (EUP)</sup>  
Hidalgo County-Consulting Services For "Group Health"

Dear Mr. Looney:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, September 29, 2009 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, September 23, 2009 via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By: 

Date: 9/23/09

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

---

  
Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department

cc:

department  
auditors

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/20/2009

PRODUCER  
TIPS, Inc  
P.O. Box 1528  
Little Elm, TX. 75068

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Alamo Insurance Group, Inc.  
3201 Cherry Ridge Rd.  
Ste. D405  
San Antonio, TX. 78230

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: landmark American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		Professional Liability	LHR722004	05/22/2009	05/22/2010	Coverages: \$3Mil./\$6Mil.								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Insurance Agents & Brokers Professional Liability Coverage Form - Claims Made Basis;  
 \$20,000 Per Claim (Applies to Indemnity and Expense)  
 Defense cost are OUTSIDE the Limits of Liability BUT SUBJECT TO THE AGGREGATE  
 Extended Reporting Period 12 months for a premium not to exceed 100%  
 Extended Reporting Period 24 months for a premium not to exceed 150%  
 Extended Reporting Period 36 months for a premium not to exceed 175%

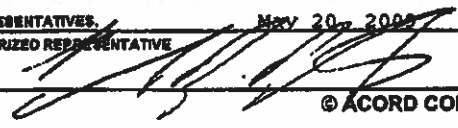
## CERTIFICATE HOLDER

Alamo Insurance Group, Inc.  
3201 Cherry Ridge Rd.  
Ste. D405  
San Antonio, TX. 78230

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

May 20, 2009  


**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/23/2009

PRODUCER 210.930.6665 FAX 210.930.1838  
 Alamo Insurance Group, Inc.  
 3201 Cherry Ridge Dr. # D 405  
 San Antonio, TX 78230-4823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED ALAMO INSURANCE GROUP, INC.  
 3201 Cherry Ridge Dr.  
 SAN ANTONIO, TX 78230

INSURER A: Allied Property &amp; Casualty Co.

42579

INSURER B: Hartford Accident &amp; Indemnity

22357

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	ACP7203979598	05/22/2009	05/22/2010	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				\$ 300,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				\$ 5,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$ 1,000,000
A		AUTOMOBILE LIABILITY	ACP7203979598	05/22/2009	05/22/2010	COMBINED SINGLE LIMIT (Ea accident)
		<input checked="" type="checkbox"/> ANY AUTO				\$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				\$
		<input type="checkbox"/> SCHEDULED AUTOS				\$
		<input type="checkbox"/> HIRED AUTOS				\$
		<input type="checkbox"/> NON-OWNED AUTOS				\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	ACP7203979598	05/22/2009	05/22/2010	EACH OCCURRENCE
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WBCPO8572	05/22/2009	05/22/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				\$ 1,000,000
		Y/N <input type="checkbox"/>				\$ 1,000,000
						\$ 1,000,000
A		OTHER Crime	ACP7203979598	05/22/2009	05/22/2010	Employee Dishonesty \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Hidalgo County shall be named as additional insured with regard to Commercial General Liability as their interest may appear.

## CERTIFICATE HOLDER

## CANCELLATION

Hidalgo County  
 Attn: Purchasing Department  
 2812 S. Highwat Bus.281  
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mike Gilpin

ACORD 25 (2009/01)

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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Payment request for R. Gutierrez Engineering Corporation Invoices  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: Purchasing Department

---

Information

CAPTION

Pct.#2:  
Acceptance and approval for payment on invoice(s) submitted by contracted engineer, R. Gutierrez Engineering Corporation (#C-08-381-09-16): Invoice #2730 08/26/2009 South Tower Estates Subdivision \$3,079.60 & Invoice #2740 09/15/2009 El Charro #2 Subdivision \$10,117.89, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check.

BACKGROUND

PO #613388 - South Tower Estates Subdivision  
PO #619889 - El Charro #2 Subdivision

---

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
PO #613388 Funding available in the amount of \$3,079.60 as of 9/23/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-240-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
PO #619889 Funding available in the amount of \$25,000.00 as of 09/23/2009 (previous account 9-1202-431-00-122-006-0-734) Transfer in place to change account AI-17612 for 9/29/2009

---

Attachments

Link: [Inv. #2730 South Tower Estates Subd.](#)  
Link: [Inv. #2740 El Charro #2 Subdivision](#)

---

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	09/23/2009 03:06 PM	APRV

2	Budget & Management	Erika Zamora	09/24/2009 08:15 AM	APRV
3	Roland Garcia	Rolando Garcia	09/25/2009 03:17 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 09/23/2009 08:17 AM

Final Approval Date: 09/25/2009

---

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2730  
Wednesday, August 26, 2009

## Invoice

To: Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577  
Attention: Hector Palacios, Commissioner

### **Project: ENG08.024b South Tower Estates Subdivision**

Professional Services for the Period: 01/10/2009 to 08/26/2009

**Billing Group: 01 Phased Fixed Fee**

#### ***Paving and Drainage Design***

Contract #: C-08-381-09-16 (WA#2)(PO#613388)

Billing Fee: \$82,124.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase (50%)	51,328.00	100.00	51,328.00	51,328.00	0.00
Design Phase (30%)	30,796.00	100.00	30,796.00	27,716.40	3,079.60
<b>Total Phases:</b>					<b>\$3,079.60</b>

INVOICE RECEIVED BY:

Esmeralda Molina ON 8-27-09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 8-27-09

Phase Billing Totals: \$3,079.60

Billing Group Subtotal: 3,079.60

### **Project Totals:**

\*\*\* Total Project Invoice Amount:

**\$3,079.60**

  
\_\_\_\_\_  
Ramiro Gutierrez  
President

**613388**   
9-1202-431-00-122-006-0-734  
Req. #143868

---

## R. Gutierrez Engineering Corporation

August 26, 2009

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
301 E. State Street  
Pharr, TX 78577

RE: South Tower Estates Subd – Invoice  
ENG08.024b

Dear Commissioner Palacios:

I am submitting an invoice for the work completed to date on the above referenced project. The Design Phase of this project is 100% complete. I have attached a set of plans for your records.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.  
Accounting Manager

Attachments

cc: File

# R. Gutierrez Engineering Corporation

# Transmittal Form

TO: Commissioner Palacios  
Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.  
SUBJECT: South Tower Estates Subd  
PROJECT NO.: ENG08.024b  
DATE: August 26, 2009

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA  Hand Delivery  THE FOLLOWING ITEMS:

BLUEPRINTS  PLANS  SHOP DRAWINGS  CD  
 CHANGE ORDER  SAMPLES  PAYMENT REQUEST  OTHER: INVOICE  
 BID TABULATION  CONTRACT DOCUMENTS  RECORD DRAWINGS  3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	08/26/2009	Invoice No. 2730
1	08/26/2009	Cover Letter
1	-	Plans on CD

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE  APPROVED AS NOTED  FOR YOUR RECORDS  
 FOR APPROVAL  APPROVED AS SUBMITTED  FOR YOUR ACKNOWLEDGEMENT  
 FOR YOUR USE  RETURN FOR CORRECTIONS  RESUBMIT FOR APPORVAL  
 AS REQUESTED  FOR FURTHER PROCESSING  ON LOAN  
 FOR REVIEW AND COMMENT  FOR SIGNATURE  OTHER

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RECEIVED

AUG 27 2009

Copy Distribution: file

Received by: *Cosmeralda*

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2740  
Tuesday, September 15, 2009

## Invoice

To: Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577  
Attention: Hector Palacios, Commissioner

### **Project: ENG08.024h El Charro Subdivision Construction Administration and Staking**

Project Manager: Luis Nava  
Professional Services for the Period: 07/01/2009 to 08/31/2009

**Billing Group: 01 Phased Fixed Fee**

#### **Construction Administration and Staking**

Contract #: C-08-381-09-16(WA#8)(PO#619889)

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
July 2009	1,779.35	100.00	1,779.35	0.00	1,779.35
August 2009	8,338.54	100.00	8,338.54	0.00	8,338.54
<b>Total Phases:</b>					<b>\$10,117.89</b>
<b>Phase Billing Totals:</b>					<b>\$10,117.89</b>

Billing Fee: \$10,117.89

  
**619889**

**9-1202-431-00-122-240-0-731**

**Req. #151801**

(Previous Account #9-1202-431-00-122-006-0-734)

Billing Group Subtotal: 10,117.89

### **Project Totals:**

**\*\*\* Total Project Invoice Amount:**

**\$10,117.89**

  
\_\_\_\_\_  
Ramiro Gutierrez  
President

INVOICE RECEIVED BY:  
Esmeralda Molina ON 9-15-09

GOODS/SERVICES RECEIVED BY:  
Hector Palacios ON 9-15-09

**El Charro Subdivision  
Construction Staking Hourly Charges**

**July 2009**

**Breakdown by Position/Title**

<b>Position/Title</b>	<b>Total Hours Worked</b>	<b>Contract Hourly Rate</b>	<b>Overhead Multiplier</b>	<b>Monthly Salary Paid</b>	<b>Fee Earned (Salary + 10%)</b>
Principal	1.0	\$ 282.92	1.0000	\$ 282.92	\$ 311.21
Project Manager	0.0	\$ 202.09	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 145.50	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 113.17	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 97.00	1.0000	\$ -	\$ -
Senior Engineering Tech	0.0	\$ 84.08	1.0000	\$ -	\$ -
CADD-Design Technician	5.5	\$ 67.26	1.0000	\$ 369.93	\$ 406.92
Clerical	0.0	\$ 61.44	1.0000	\$ -	\$ -
Survey Crew	7.0	\$ 137.82	1.0000	\$ 964.74	\$ 1,061.21
<b>Total Due for the Month</b>					<b>\$ 1,779.35</b>

**El Charro Subdivision  
Construction Staking Hourly Charges**

**August 2009**

**Breakdown by Position/Title**

<b>Position/Title</b>	<b>Total Hours Worked</b>	<b>Contract Hourly Rate</b>	<b>Overhead Multiplier</b>	<b>Monthly Salary Paid</b>	<b>Fee Earned (Salary + 10%)</b>
Principal	3.0	\$ 282.92	1.0000	\$ 848.76	\$ 933.64
Project Manager	0.0	\$ 202.09	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 145.50	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 113.17	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 97.00	1.0000	\$ -	\$ -
Senior Engineering Tech	0.0	\$ 84.08	1.0000	\$ -	\$ -
CADD-Design Technician	13.0	\$ 67.26	1.0000	\$ 874.38	\$ 961.82
Clerical	0.0	\$ 61.44	1.0000	\$ -	\$ -
Survey Crew	42.5	\$ 137.82	1.0000	\$ 5,857.35	\$ 6,443.09
<b>Total Due for the Month</b>					<b>\$ 8,338.54</b>

---

## R. Gutierrez Engineering Corporation

September 15, 2009

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
301 E. State Street  
Pharr, TX 78577

RE: El Charro Subdivision Construction Staking – Invoice  
ENG08.024h

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the months of July and August 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.  
Accounting Manager

Attachments

cc: File

# R. Gutierrez Engineering Corporation

# Transmittal Form

TO: Commissioner Palacios  
Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.  
SUBJECT: El Charro Subd Const. Staking  
PROJECT NO.: ENG08.024h  
DATE: September 15, 2009

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS                       PLANS                       SHOP DRAWINGS                       CD  
 CHANGE ORDER                       SAMPLES                       PAYMENT REQUEST                       OTHER: INVOICE  
 BID TABULATION                       CONTRACT DOCUMENTS                       RECORD DRAWINGS                       3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	09/15/2009	Invoice No. 2740 w/ breakdown
1	09/15/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE                       APPROVED AS NOTED                       FOR YOUR RECORDS  
 FOR APPROVAL                       APPROVED AS SUBMITTED                       FOR YOUR ACKNOWLEDGEMENT  
 FOR YOUR USE                       RETURN FOR CORRECTIONS                       RESUBMIT FOR APPORVAL  
 AS REQUESTED                       FOR FURTHER PROCESSING                       ON LOAN  
 FOR REVIEW AND COMMENT                       FOR SIGNATURE                       OTHER

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RECEIVED

SEP 15 2009

Copy Distribution: file

Received by: *Jaime Jaimez*

**Approval to Utilize COOP's & Renewal of Agreement  
CC CONSENT**

Date: 09/29/2009  
 Submitted By: Matilde Faz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Global Industries, Inc.-Business Interiors by Staples-Houston	Office Furniture	3-7111010-53
The Hon Company-Business Interiors by Staples-Houston	Office Furniture	3-711090-61

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009/2010.;

2. Requesting authority to renew a software maintenance agreement with Cobra Solutions, Inc. for an additional one (1) year term for DBM-Health Insurance Administration/Budget Officer Department as reflected in requisition #162839 for the amount of \$395.00/year. Effective: 07/01/09 - 06/30/10;

3. Requesting authority to renew a platinum software maintenance and support agreement with US Netcom Corp. for the Health and Human Services Department through requisition #162714 for the amount of \$1,595.00 software and support + \$497.50 for the reinstated extended voice circuit card or brick appliance total amount of \$2,092.50/year. Effective: 10/01/09 - 09/30/2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2201-415-00-115-009-0-336  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 \$395.00 available balance in req# 0162839 as of 09/25/09. rc

FISCAL YEAR: ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

See attached object code 661 exp. report for funding source of office furniture.  
Purchases on an as needed basis. rc

FISCAL YEAR: 2009

ACCT. #: 9-1100-441-00-340-003-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

\$2,092.50 available balance in req# 00162714 as of 09/25/09. rc

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**Attachments**

Link: [TXMAS VENDORS](#)

Link: [Budget Renewal Cobra Agreement](#)

Link: [US NET Health Renewal Agreement](#)

Link: [exp report- objc. code 661](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	09/24/2009 02:24 PM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 04:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/25/2009 02:24 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Matilde Faz  
Started On: 09/21/2009 03:57 PM

Final Approval Date: 09/25/2009

---

*Consent*  
*#17609*  
*9/29/09*



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ( $\$50,000 * .75\% = \$375$ ) will be paid to the State of Texas by the TXMAS contractor.



**BUSINESS INTERIORS BY STAPLES - HOUSTON**  
**Contract TXMAS-3-7111010-53**

Dealer for:

**GLOBAL INDUSTRIES, INC**

On-Line Catalog/Order Processing

**OFFICE FURNITURE**

Corporate Office:  
GLOBAL INDUSTRIES, INC  
P O BOX 562  
MARLTON NJ 08053  
USA

Send PO to:  
BUSINESS INTERIORS BY STAPLES  
6400 HOLLISTER  
HOUSTON TX 77040  
USA  
Vendor ID: 10433908166

Invoice From:  
BUSINESS INTERIORS BY STAPLES  
STAPLES CONTRACT AND  
COMMERCIAL INC.  
6400 HOLLISTER  
HOUSTON TX 77040  
USA  
Vendor ID:

Delivery: 30-45 DAYS ARO  
FOB Point: DESTINATION  
Terms: 1% 10 DAYS, NET 30  
Remit To: BUSINESS INTERIORS BY STAPLES - HOUSTON  
STAPLES CONTRACT AND COMMERCIAL INC.  
39143 TREASURY CENTER  
CHICAGO IL 60694-9100  
USA  
Vendor ID:  
Vendor ID: 10433908166  
Business Type: Large  
DUNS #: 151064821  
Effective: 11/21/2002  
Expires: 12/31/2012

**CONTACT: PAM OLIVER**  
Phone 713-934-6302  
[PAM.OLIVER@STAPLES.COM](mailto:PAM.OLIVER@STAPLES.COM)



Window on State Government

*Consent*  
*#17609*  
*9/29/09*

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ( $\$50,000 * .75\% = \$375$ ) will be paid to the State of Texas by the TXMAS contractor.



**BUSINESS INTERIORS BY STAPLES – HOUSTON**  
**Contract TXMAS-3-711090-61**

Dealer for:

**THE HON COMPANY**

On-Line Catalog/Order Processing

**OFFICE FURNITURE**

Corporate Office:  
THE HON COMPANY  
200 OAK STREET  
MUSCATINE IA 52761  
USA

Send PO to:  
BUSINESS INTERIORS BY STAPLES  
6400 HOLLISTER  
HOUSTON TX 77040  
USA  
Vendor ID: 10433908166

Invoice From:

BUSINESS INTERIORS BY STAPLES  
STAPLES CONTRACT AND  
COMMERCIAL, INC.  
6400 HOLLISTER TX 77040  
USA  
Vendor ID:

Delivery: 60 DAYS ARO OR SOONER

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: BUSINESS INTERIORS BY STAPLES –  
HOUSTON  
STAPLES CONTRACT AND  
COMMERCIAL, INC.  
39143 TREASURY CENTER  
CHICAGO IL 60694-9100  
USA  
Vendor ID:

Vendor ID: 10433908166

Business Type: Small

DUNS #: 151064821

Effective: 2/26/2003

Expires: 2/14/2010

**CONTACT: PAM OLIVER**  
Phone 713-934-6302  
[PAM.OLIVER@STAPLES.COM](mailto:PAM.OLIVER@STAPLES.COM)





**COBRA Solutions, Inc.**  
 4500 S. Lakeshore Drive, #420  
 Tempe, AZ 85282

phone: (800) 325-1957 fax: (480) 820-2676  
 www.cobra-solutions.com

**COBRA Solutions, Inc.**

# Invoice

<b>Invoice Date</b>
08/21/2009
<b>Customer #</b>
1987
<b>Date Due</b>
06/30/2009

*Bill To:*

Flora Vazquez  
 County Of Hidalgo  
 2818 S. Business Hwy. 281  
 Edinburg, TX 78539

*Req#162839*

*9-2201-415-00-115-009-0-336*

Quantity	Description	Contract Term	Amount
1	Silver Edition of Annual Maintenance Agreement (AMA) - Your AMA for the COBRA Administration Manager software provides you with: 1) Updates to required notices; 2) Upgrades made to maintain compliance (averaging 10 per year); 3) Monthly e-mail newsletter; and 4) Basic technical support.	07/01/2009 - 06/30/2010	\$395.00
[ ]	Upgrade to Gold Edition AMA - Adds the ability to call COBRA Solutions with your law-related questions.		(add \$50.00)
<b>Total Due:</b>			<b>\$395.00</b>

*(Please tear along the perforation and return the bottom portion along with your payment)*

*Please correct any information below:*

*Payment From:*

Flora Vazquez  
 County Of Hidalgo  
 2818 S. Business Hwy. 281  
 Edinburg, TX 78539

Email: Flora.Vazquez@co.hidalgo.tx.us

*Remit Payment to:*

COBRA Solutions, Inc.  
 4500 S. Lakeshore Drive, #420  
 Tempe, AZ 85282

Customer #	Due Date	Amount Due	Amount Paid
1987	06/30/2009	\$395.00	

**To pay by credit card, complete the following:**

VISA    Mastercard    American Express

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on the Card: \_\_\_\_\_

Signature: \_\_\_\_\_

## ***COBRA Solutions, Inc.***

### ***Silver Software Maintenance and Support Agreement***

**THIS SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT** ("Agreement") is made and entered into as of 07/01/2009 (the "Effective Date"), by and between COBRA Solutions, Inc., an Arizona corporation having a principal place of business at 4500 South Lakeshore Drive, Suite 420, Tempe, AZ 85282 ("COBRA Solutions"), and County Of Hidalgo, the authorized owner ("Licensee") of described software product(s) ("Software").

This Agreement governs the following Software offered by COBRA Solutions:

#### **COBRA Administration Manager**

**NOW, THEREFORE**, in consideration of the premises set forth above and the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Maintenance Services**. During the Term (as defined herein) of this Agreement, COBRA Solutions will furnish the following maintenance, support and other services ("Services") for the Licensed Software:

All updates, enhancements, upgrades or releases of the Licensed Software and related information and documentation ("Updates") may be downloaded via internet;

Updates to provided notifications as required by law changes and distribution of new notifications when applicable to remain compliant with the law shall be downloaded via the internet. and

Reasonable access by telephone and/or e-mail to COBRA Solutions' technical staff for consultation in the use and operation of the Licensed Software.

2. **Maintenance Fee**. In consideration for the Services, Licensee shall pay COBRA Solutions an annual fee of **\$395** ("Maintenance Fee"). COBRA Solutions will send via US Postal Services, an annual invoice. Licensee shall pay COBRA Solutions the Maintenance Fee on or before the first day of the Renewal Date. COBRA Solutions shall have the right to change the Maintenance Fee in future years.
3. **Term**. The initial term ("Initial Term") of this Agreement shall be for a period of twelve (12) months commencing on 07/01/2009. After the Initial Term, Licensee shall have the option of renewing this Agreement for additional one (1) year term ("Renewal Term"). The renewal date ("Renewal Date") will be the first day of the Renewal Term. COBRA Solutions may terminate this Agreement immediately upon breach of this Agreement by Licensee, which breach remains uncured fifteen (15) days after written notice thereof from COBRA Solutions, or upon no less than ninety (90) days prior written notice to Licensee.
4. **License**. All Services provided to Licensee hereunder shall be deemed to be a part of the Licensed Software and the terms and conditions of the License Agreement not inconsistent with the express provisions of this Agreement shall be applicable to such Services, including without limitation those relating to use, copying, return of materials, assignments, ownership, copyright, trade secret and patent protection and applicable law.
5. **Limited Warranty**. COBRA Solutions offers a sixty (60) day "money back" warranty on the software and prepaid Maintenance Fees. Payment, less applicable shipping fees will be reimbursed upon return of entire software package, including but not limited to the distribution media, manual and box along with a written explanation for the return. If Licensee has not paid software and Maintenance Fees, this Agreement will be automatically terminated. If Licensee has paid fees, COBRA Solutions will issue a refund check within thirty-one (31) days from receipt of returned software. Any implied warranties are limited to the duration of the express warranties stated in this Section 5. COBRA Solutions does not warrant that: (a) operation of any of the Updates shall be uninterrupted or error free, (b) that functions contained in the Updates shall operate in combinations which may be selected for use by Licensee or meet Licensee's requirements, or (c)

that the Updates will detect all viruses, Trojan horses, worms or other software routines or hardware components designed to permit unauthorized access to or to disable, erase or otherwise harm any software, hardware or data

**THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COBRA SOLUTIONS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICES AND THE PROVISION OF OR FAILURE TO PROVIDE SUCH SERVICES.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COBRA SOLUTIONS OR ITS DISTRIBUTORS OR DEALERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, PROFITS, USE OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE USE OF OR INABILITY TO USE ANY UPDATE, EVEN IF COBRA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COBRA SOLUTIONS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE MAINTENANCE FEES PAID BY LICENSEE HEREUNDER.**

6. **U.S. Government Restricted Rights.** The Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is COBRA Solutions, 4500 South Lakeshore Drive, Suite 420, Tempe, AZ 85282.
7. **Force Majeure.** COBRA Solutions shall not be liable to Licensee for any failure or delay caused by events beyond COBRA Solutions' reasonable control, including, without limitation, Licensee's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.
8. **Non-Assignment.** Licensee shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets relating to the business of which the use or sale of the Licensed Software are a part if the successor agrees in writing to be bound by this license. COBRA Solutions shall have the right to assign this Agreement, in whole or in part, and/or to subcontract its performance obligations hereunder, at any time and from time to time in its sole discretion.
9. **Entire Agreement.** This Agreement, together with the License Agreement and any and all exhibits, schedules and appendices attached hereto and thereto, constitute the entire agreement between the parties and supersede all prior oral or written representations, agreements, promises, or other communications, which pertain to the covered subject matter. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party.
10. **Governing Law.** This Agreement is made under and shall be governed by and construed in accordance with the laws of Arizona. Any dispute arising out of, or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts of Arizona, and all parties consent to personal jurisdiction and venue therein.
11. **Notices.** Any notice required under this Agreement shall be given in writing and delivered personally or by telecopy (with transmission confirmed), registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing

12. **Severability.** If any provision of this Agreement shall be held unenforceable or invalid, the remaining parts shall remain in full force and effect.
13. **Enforcement.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions on any future occasion. The headings are for convenience only and do not affect the meaning of this Agreement.
14. **Counterparts.** The parties may execute this Agreement in one or more counterpart copies, each of which shall be deemed an original.

# Requisition

Req # 00162714

PO #

Date: 09/18/09

*Consent  
# 17609  
9/24/09*

Bill To: x  
x

Vendor: 299588  
US NETCOM CORP  
710 S MAIDEN LANE  
JOPLIN MO 64801  
FAX (888)279-3853

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
1.00		DO NOT DUPLICATE ORDER		
1.00	EACH	SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT, PLATINUM ONE YEAR 10/01/09-10/08/10	1,595.00	1,595.00
1.00	EACH	REINSTATED EXTENDED VOICE CIRCUIT CARD OR BRICK APPLIANCE WARRANTY AGREEMENT 1 YEAR 10/01/09-10/08/10	497.50	497.50
		Account No	<u>Encumbrance</u>	
		9-1100-441-00-340-003-0-336	2,092.50	
			Freight	.00
			Total	2,092.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*2004-PO # 533249  
2002-PO # 553958*

Authorized By: \_\_\_\_\_

Reg # 162714

Invoice  
Number: S- 13706

INVOICE

**US Netcom Corp**

710 S. Maiden Lane, Joplin, MO 64801  
800-695-7788 800-695-7788 \* 417-781-1185 \* Fax 877-829-8607  
<http://www.usnetcomcorp.com/>

<u>Ship To:</u>	
Hidalgo County Health Dept. 1304 S 25th Ave	
Edinburg	TX 78539
Attention: Rigo Hinojosa	
<u>Bill To:</u>	

**Important!** This invoice pertains to support or warranty services for your "**PhoneMaster for Web**" phone notification computer. Your organization uses **PhoneMaster for Web** for urgent and routine phone message delivery. Renew today.

**Did you know?** Complement your **PhoneMaster for Web** with an account on our High-Capacity ASP Calling Service for when you really need to get the word out to a large group quickly.

Your  
PO/Ref:  
User  
Supp Plat  
Level  
Product WB-PC  
SerNo  
Lines 8  
Descr PMWEB8LSTWR  
Software PMWEB40;FILEDOCTOR20  
Supp Begins 10/01/2009  
Supp Ends 09/30/2010  
Supp Amt\$ 1,595.00

**Agreement**

**Software Maintenance and Support Agreement, Platinum, 1-Year**

Your payment of, and US Netcom Corp's acceptance of the amount of this invoice shall constitute an Agreement between us for the services described below.

1. The Term of this Agreement shall be from the "Supp Begins" date to the "Supp Ends" date shown on this invoice.
2. US Netcom Corp shall repair or replace faulty or malfunctioning software for the Product shown above.
3. You shall receive software enhancements and updates that may be released during the Term.
4. You shall have toll-free telephone access to request technical support between 6:00AM and 6:00PM central time, Monday through Friday, exclusive of holidays.
5. You should expect a return call from a support technician no later than 15-minutes from the time of your request.
6. Technical support is provided for software problem resolution, trouble shooting and debugging. Training for Your software operators is available for additional fee.
7. You agree to cooperate with technical support staff in the provision of service under this Agreement.
8. This Agreement does not cover malfunction caused by forces external to the software, including, but not limited to: fire, flood, or acts of God, environmental conditions such as temperature, humidity, power or phone line fluctuations or outages, static electricity or other causes not considered normal use.

<b>Tax \$:</b>	
<b>Total Due \$:</b>	<b>1,595.00</b>

***Please return a copy of this Invoice with  
payment.***

***Payment is due by the "Supp Begins" date shown  
above.***

***Thank you.***

Questions? Please ask for "Aftermarket Sales", Ext. 1142

Invoice  
Number: W- 13706

INVOICE

## US Netcom Corp

710 S. Maiden Lane, Joplin, MO 64801  
800-695-7788 800-695-7788 \* 417-781-1185 \* Fax 877-  
829-8607  
<http://www.usnetcomcorp.com/>

<u>Ship To:</u>	
Hidalgo County Health Dept. 1304 S 25th Ave	
Edinburg	TX 78539
Attention: Rigo Hinojosa	
<u>Bill To:</u>	

**Important!** This invoice pertains to support or warranty services for your "*PhoneMaster for Web*" phone notification computer. Your organization uses *PhoneMaster for Web* for urgent and routine phone message delivery. Renew today.

**Did you know?** Complement your *PhoneMaster for Web* with an account on our High-Capacity ASP Calling Service for when you really need to get the word out to a large group quickly.

Your  
PO/Ref:  
User  
Warr REINST-Warr  
Type  
Product WB-PC  
SerNo  
Lines 8  
Descr PMWEB8LSTWR  
Software PMWEB40;FILEDOCTOR20  
Warr Begins 10/01/2009  
Warr Ends 09/30/2010  
Warr Amt\$ \$497.50

### Agreement

#### **REINSTATED Extended Voice Circuit Card or Brick Appliance Warranty Agreement, 1-Year**

Your payment of, and US Netcom Corp's acceptance of the amount of this invoice shall constitute an Agreement between us for the warranty services described below.

1. The original Term of this Agreement was from the "Warr Begins" date to the "Warr Ends" date shown on this past-due invoice. Upon payment, the Term of your warranty will be changed to begin on the date payment is received and to end one year later.
2. US Netcom Corp warrants the voice circuit card or brick appliance Product described above against defects in materials and workmanship to the original purchaser under appropriate and normal use for the Term of this agreement.
3. US Netcom Corp shall repair, adjust or replace a defective item with a new or refurbished unit, at its option. If a replacement unit is required during the first 60-days following warranty reinstatement, you will pay one-half the non-warranty cost for the replacement unit.
4. Replacement units shall be warranted for the remainder of the Term or 30-days, whichever is longer. Replaced items become the property of US Netcom Corp.
5. If a defective item cannot be repaired and it has been discontinued by its manufacturer or supplier, then you may: (1) purchase any notification product or service then offered by US Netcom Corp at ten percent (10%) off the price then in effect; or (2) receive a refund of the warranty fees paid calculated on a days-remaining pro-rata basis from the time of reported failure to the end of the Term.

6. Items may only be returned to US Netcom Corp by first calling 800-799-8572 800-799-8572 to obtain an RMA number which must be placed on the exterior of the box. You shall prepay all shipping and insurance charges and accept all risk for loss or damage to returned equipment.
7. This warranty excludes: malfunction caused by forces external to the software, including, but not limited to fire, flood, or acts of God, environmental conditions such as temperature, humidity, power or phone line fluctuations, surges or outages, static electricity; damages due to misuse, altering, tampering or defacing with outside markings; PCs, servers, monitors, printers or other accessories; software or databases.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. IF THIS PRODUCT DOES NOT PERFORM AS WARRANTED HERIN, PURCHASER'S SOLE REMEDY SHALL BE REPLACEMENT, AT US NETCOM CORP'S AUTHORIZATION OF DEFECTIVE PRODUCT. IN NO EVENT SHALL US NETCOM CORP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE PRODUCT, EVEN IF US NETCOM CORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

<b>Tax \$:</b>	
<b>Total Due \$:</b>	<b>\$497.50</b>

***Please return a copy of this Invoice with payment.***

***Payment is due by the "Warr Begins" date shown above.***

***Thank you.***

Questions? Please ask for "Aftermarket Sales", Ext. 1142

# Requisition

Reg # 00049276

PO # 533249

Date: 04/19/04

Bill To:    x  
              x

Vendor :    299588  
              US NETCOM CORP  
              710 S MAIDEN LANE  
              JOPLIN MO 64801  
              FAX (888)279-3853

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		
1.00	YEAR	PMPCCW08L3Y PM PRO08/ LINE 3 YEAR EXTENDED CARD WARRANTY	995.00	995.00
1.00	EACH	PMPCS1YNCPMPRO INITIAL FIRST YEAR SOFTWARE SUPPORT/NO CHARGE	.00	.00
1.00	EACH	PMPCTKIVR08 PM PRO CLEINT TURN KEY SYTME 08-LINE WIHT IVR V2.2.1 8 LINE CALL DOWN PHONE SYSTEM	11,322.50	11,322.50
1.00	EACH	PMPCUSTAPPS CONFIGURATION SCRIPT, BUILDING, CUSTOMER APPLICAITONS	135.00	135.00
10.00	EACH	PMPCUSTIVR IVR (PER HOUR) CUSTOMIZATION/MODIFICATION	135.00	1,350.00
1.00	EACH	BRONSITERNs APPLIANCE DIVICE ONSIT INSERVICE	1,500.00	1,500.00
2.00	EACH	PMPCS1Y8LS SILVER PMPRO8-LINE ANNUAL SOFTWARE SUPPORT AGREEMENT	995.00	1,990.00
		Account No _____	Encumbrance	
		4-1293-441-00-340-013-4-748	17,292.50	
			Freight	.00
			Total	17,292.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# Requisition

Req # 00073770

FO # 553958

Date: 07/27/05

Bill To:   x  
              x

Vendor : 299588  
US NETCOM CORP  
710 S MAIDEN LANE  
JOPLIN MO 64801  
FAX (888)279-3853

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		
1.00	EACH	PHONE MASTER PM WEB 8 LINE SYSTEM	10,433.50	10,433.50
2.00		PLATINUM LEVEL SUPPORT 8 LINE SYSTEM	1,595.00	3,190.00
1.00	EACH	SOFTWARE FOR PHONE MASTER FILE DOCTOR FOR PM WEB V.4.0.	250.00	250.00
1.00		PM WEB SOFTWARE SUPPORT 1ST YEAR	.00	.00
1.00		ONE DAY ONSITE INSERVICE	1,500.00	1,500.00
1.00	YEAR	ONE YEAR CPU WARRANTY	249.00	249.00
5.00		CONFIGURATION, SCRIPT BUILDING, CUSTOMER APPLICATIONS	135.00	675.00
1.00		3 YEAR PM WEB 8 LINE CARD WARRANTY	995.00	995.00
1.00		SHIPPING AND HANDLING	100.00	100.00
		<u>Account No</u>	<u>Encumbrance</u>	
		5-1100-441-00-340-001-0-748	17,392.50	
			Freight	.00
			Total	17,392.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

PO Number	553958	Vendor No	299588	PO Total	17,392.50
PO Date	08-02-2002	Vendor Name	US NETCOM CORP	Payment Total	17,392.50
Requisition No	00073770	Address	710 S MAIDEN LANE		
Owner	HDCLERK1		JOPLIN, MO 64801		
PO Type					

Detail Header Payment Info Journals

Ship Location Number	340	HEALTH DEF	Contract No		Freight Cost	.00
Order Location Number	340	HEALTH DEF	Date Cancel		Freight Percent	
Requested By	JOSIE ESCALANT		Date Needed		Discount Percent	
Requested By Phone	(660)888-0001					
Buyer Code						

Special Inst Intern  
Po Special Ins  
Special Inst To  
Special Inst Bottom  
Special Inst Code To

**Editor**

**OPC MARKETING - DOES NOT MEET SPECS - OUTBOUND ONLY NO TWICES  
INTEGRATION 3RD QUOTE DOES NOT MEET SPECS NO INTEGRATION WITH  
TWICES - APPROVED ON CC REGULAR AGENDA ON AUG. 02, 2005, LINE  
ITEM 21.A.14.**

Search OK Cancel

Field is protected against update. Press F10 or Ctrl+q to cancel.

Record: 1/1

<OSC> <DBG>

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1100-412-00-001-001-0-661	92ND DC-MINOR OFFICE FURN & EQUIPMENT	1,163.31	.00	431.19	431.19	732.12 37.07
9-1100-412-00-002-001-0-661	93RD DC-MINOR OFFICE FURN & EQUIPMENT	5,885.05	316.00	182.17	182.17	5,386.88 8.47
9-1100-412-00-003-001-0-661	139TH DC-MINOR OFFICE FURN & EQUIPMENT	1,000.00	.00	.00	.00	1,000.00 .00
9-1100-412-00-004-001-0-661	206TH DC-MINOR OFFICE FURN & EQUIPMENT	1,400.00	.00	.00	.00	1,400.00 .00
9-1100-412-00-005-001-0-661	275TH DC-MINOR OFFICE FURN & EQUIPMENT	1,250.00	.00	.00	.00	1,250.00 .00
9-1100-412-00-006-001-0-661	332ND DC-MINOR OFFICE FURN & EQUIPMENT	2,000.00	.00	738.51	738.51	1,261.49 36.93
9-1100-412-00-008-001-0-661	389TH DC-MINOR OFFICE FURN & EQUIP	452.62	.00	452.62	452.62	.00 100.00
9-1100-412-00-009-001-0-661	398TH DC-MINOR OFFICE FURN & EQUIP	553.50	.00	456.69	456.69	96.81 82.51
9-1100-412-00-009-003-0-661	INDIGENT DEFENSE-MINOR OFFICE FURN&EQUIP	2,250.00	.00	.00	.00	2,250.00 .00
9-1100-412-00-010-001-0-661	430TH DC-MINOR OFFICE FURN & EQUIPMENT	.00	-3,272.40	.00	.00	3,272.40 .00
9-1100-412-00-011-001-0-661	449TH DC-MINOR OFFICE FURN & EQUIPMENT	2,500.00	361.00	.00	.00	2,139.00 14.44
9-1100-412-00-021-001-0-661	CCL#1-MINOR OFFICE FURN & EQUIP	369.10	.00	354.31	354.31	14.79 95.99
9-1100-412-00-022-001-0-661	CCL#2-MINOR OFFICE FURN & EQUIP	420.00	.00	354.31	354.31	65.69 84.36
9-1100-412-00-024-001-0-661	CCL#4-MINOR OFFICE FURN & EQUIPMENT	703.30	.00	354.31	354.31	348.99 50.38
9-1100-412-00-025-001-0-661	CCL#5-MINOR OFFICE FURN & EQUIPMENT	1,825.00	.00	983.89	983.89	841.11 53.91
9-1100-412-00-026-001-0-661	CCL#6-MINOR OFFICE FURN & EQUIP	1,950.00	.00	432.00	432.00	1,518.00 22.15
9-1100-412-00-032-001-0-661	MASTER CRT II-MINOR OFFICE FURN & EQUIP	912.62	.00	.00	.00	912.62 .00
9-1100-412-00-040-001-0-661	CRT OF CIV APP-MINOR OFFICE FURN & EQUIP	7,260.00	.00	.00	.00	7,260.00 .00
9-1100-412-00-045-001-0-661	AUXILIARY COURT-MINOR OFFICE FURN & EQUIP	500.00	.00	.00	.00	500.00 .00
9-1100-412-00-061-001-0-661	JP PCT 1/PL 1-MINOR OFFICE FURN & EQUIP	5,654.40	3,289.14	.00	.00	2,365.26 58.17
9-1100-412-00-062-001-0-661	JP PCT 1/PL 2-MINOR OFFICE FURN & EQUIP	963.48	.00	299.99	299.99	663.49 31.14
9-1100-412-00-063-001-0-661	JP PCT 2/PL 1-MINOR OFFICE FURN & EQUIP	5,161.72	.00	.00	.00	5,161.72 .00
9-1100-412-00-064-001-0-661	JP PCT 2/PL 2-MINOR OFFICE FURN & EQUIP	500.00	.00	.00	.00	500.00 .00
9-1100-412-00-065-001-0-661	JP PCT 3/PL 1-MINOR OFFICE FURN & EQUIP	1,136.07	329.99	420.31	420.31	385.77 66.04
9-1100-412-00-066-001-0-661	JP PCT 3/PL 2-MINOR OFFICE FURN & EQUIP	4,944.03	.00	370.26	370.26	4,573.77 7.49
9-1100-412-00-067-001-0-661	JP PCT 4/PL 1-MINOR OFFICE FURN & EQUIP	1,005.26	116.18	.00	.00	889.08 11.56
9-1100-412-00-068-001-0-661	JP PCT 4/PL 2-MINOR OFFICE FURN & EQUIP	2,542.04	.00	1,451.94	1,451.94	1,090.10 57.12
9-1100-412-00-069-001-0-661	JP PCT 5/PL 1-MINOR OFFICE FURN & EQUIP	950.00	.00	.00	.00	950.00 .00
9-1100-412-00-080-002-0-661	CRIM DA-MINOR OFFICE FURN & EQUIP	3,500.00	.00	.00	.00	3,500.00 .00
9-1100-412-00-090-001-0-661	DIST CLERK-MINOR OFFICE FURN & EQUIP	10,750.75	5,026.38	576.49	576.49	5,147.88 52.12

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1100-412-30-085-003-0-661 PUBLIC DEFENDER-MINOR OFFICE FURN &EQUIP	.00	.00	.00	.00	.00	.00
9-1100-413-00-110-006-0-661 CO JUDGE-MINOR OFFICE FURN & EQUIPMENT	4,891.44	.00	4,511.50	4,511.50	379.94	92.23
9-1100-414-00-130-001-0-661 ELECTIONS DEPT-MINOR OFFICE FURN & EQUIP	10,000.00	5,297.49	3,719.94	3,719.94	982.57	90.17
9-1100-415-00-150-002-0-661 BAIL BOND BOARD-MINOR OFFICE FURN &EQUIP	3,500.00	.00	.00	.00	3,500.00	.00
9-1100-415-00-200-001-0-661 INFO TECH DEPT-MINOR OFFICE FURN & EQUIP	4,960.61	.00	1,630.09	1,630.09	3,330.52	32.86
9-1100-415-00-200-002-0-661 IT COUNTYWIDE-MINOR OFFICE FURN & EQUIP	21,870.00	.00	20,897.01	20,897.01	972.99	95.55
9-1100-415-14-115-001-0-661 DBM-BUDGET DIV-MINOR OFFICE FURN & EQUIP	3,100.00	1,817.13	447.00	447.00	835.87	73.04
9-1100-415-15-140-001-0-661 TAX OFF-MINOR OFFICE FURN & EQUIP	25,777.23	.00	4,243.99	4,243.99	21,533.24	16.46
9-1100-415-16-150-001-0-661 CO TREASURER-MINOR OFFICE FURN & EQUIP	878.16	.00	.00	.00	878.16	.00
9-1100-415-18-160-001-0-661 PURCHASING-MINOR OFFICE FURN & EQUIPMENT	6,000.00	.00	149.99	149.99	5,850.01	2.50
9-1100-415-21-170-001-0-661 CO AUDITOR-MINOR OFFICE FURN & EQUIP	14,000.00	12,658.24	805.00	805.00	536.76	96.17
9-1100-415-40-180-001-0-661 CO CLERK-MINOR OFFICE FURN & EQUIP	3,000.00	756.14	1,124.81	1,124.81	1,119.05	62.70
9-1100-415-40-180-002-0-661 CO CLERK RECORD ARCHIVE-MINR OFF FURN&EQ	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-415-50-190-001-0-661 CIVIL SERVICE-MINOR OFFICE FURN & EQUIP	.00	.00	.00	.00	.00	.00
9-1100-415-50-190-002-0-661 HUMAN RESOURCES-MINOR OFFICE FURN &EQUIP	540.00	.00	539.40	539.40	.60	99.89
9-1100-419-10-210-001-0-661 PLANNING DEPT-MINOR OFFICE FURN & EQUIP	869.55	.00	869.55	869.55	.00	100.00
9-1100-419-40-220-001-0-661 FACILITIES MGMT-MINOR OFFICE FURN & EQP	8,454.00	.00	307.80	307.80	8,146.20	3.64
9-1100-419-50-115-059-0-661 DBM-SAFETY DIV-MINOR OFFICE FURN & EQUIP	1,050.00	.00	.00	.00	1,050.00	.00
9-1100-421-00-280-001-0-661 SHERIFF-MINOR OFFICE FURN & EQUIPMENT	18,592.00	3,516.59	1,715.51	1,715.51	13,359.90	28.14
9-1100-421-00-291-001-0-661 CONSTABLE PCT.1-MINOR OFFICE FURN &EQUIP	530.51	.00	299.97	299.97	230.54	56.54
9-1100-421-00-292-001-0-661 CONSTABLE PCT.2-MINOR OFFICE FURN &EQUIP	678.00	.00	.00	.00	678.00	.00
9-1100-421-00-293-001-0-661 CONSTABLE PCT.3-MINOR OFFICE FURN &EQUIP	800.00	.00	.00	.00	800.00	.00
9-1100-421-00-294-001-0-661 CONSTABLE PCT.4-MINOR OFFICE FURN &EQUIP	.00	.00	.00	.00	.00	.00
9-1100-421-00-295-001-0-661 CONSTABLE PCT.5-MINOR OFFICE FURN &EQUIP	800.00	209.99	.00	.00	590.01	26.25
9-1100-422-10-300-001-0-661 EMERG SRVS-FM-MINOR OFFICE FURN & EQUIP	5,550.00	351.98	399.68	399.68	4,798.34	13.54
9-1100-423-00-320-001-0-661 ADULT PROB-MINOR OFFICE FURN & EQUIPMENT	17,800.00	.00	.00	.00	17,800.00	.00
9-1100-423-21-280-002-0-661 JAIL-MINOR OFFICE FURN & EQUIPMENT	11,240.00	.00	10,191.08	10,191.08	1,048.92	90.67
9-1100-423-32-330-001-0-661 JUV DET HM-MINOR OFFICE FURN & EQUIPMENT	1,500.00	.00	.00	.00	1,500.00	.00
9-1100-423-60-330-002-0-661 JUV PROB-MINOR OFFICE FURN & EQUIPMENT	3,000.00	.00	.00	.00	3,000.00	.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1100-429-00-300-023-0-661 EMERG SRVS-EM-MINOR OFFICE FURN & EQUIP	3,000.00	.00	429.94	429.94	2,570.06	14.33
9-1100-432-00-121-001-0-661 PCT1 SANITATION-MINOR OFFICE FURN &EQUIP	1,184.02	.00	884.30	884.30	299.72	74.69
9-1100-432-00-122-001-0-661 PCT2 SANITATION-MINOR OFFICE FURN &EQUIP	800.00	359.99	.00	.00	440.01	45.00
9-1100-432-00-123-001-0-661 PCT3 SANITATION-MINOR OFFICE FURN &EQUIP	378.26	378.26	.00	.00	.00	100.00
9-1100-441-00-340-001-0-661 HEALTH ADM-MINOR OFFICE FURN & EQUIP	1,500.00	.00	457.71	457.71	1,042.29	30.51
9-1100-441-00-340-003-0-661 HEALTH CLINICS-MINOR OFFICE FURN & EQUIP	5,183.50	.00	2,396.93	2,396.93	2,786.57	46.24
9-1100-444-00-240-001-0-661 HUMAN SERVICES-MINOR OFFICE FURN & EQUIP	9,975.37	2,101.85	7,299.28	7,299.28	574.24	94.24
9-1100-444-00-370-001-0-661 VETERAN'S SRV-MINOR OFFICE FURN & EQUIP	900.00	.00	199.99	199.99	700.01	22.22
9-1100-461-00-380-001-0-661 TX AGRILIFE EXT-MINOR OFFICE FURN &EQUIP	6,500.00	.00	.00	.00	6,500.00	.00
9-1100-466-00-121-050-0-661 PCT1 CRC-MINOR OFFICE FURN & EQUIP	650.00	.00	.00	.00	650.00	.00
9-1100-466-00-122-082-0-661 PCT2 CRC (S.TOWER)-MINOR OFFICE FURN &EQ	1,366.61	.00	.00	.00	1,366.61	.00
9-1200-431-00-115-042-0-661 COLONIA ACCESS PRG-MINOR OFFICE FURN&EQ	700.00	.00	432.61	432.61	267.39	61.80
9-1200-431-00-122-004-0-661 CO SHOP-MINOR OFFICE FURN & EQUIP	50.00	.00	.00	.00	50.00	.00
9-1200-431-00-260-001-0-661 R-O-W DEPT-MINOR OFFICE FURN & EQUIPMENT	6,000.00	.00	.00	.00	6,000.00	.00
9-1201-431-00-121-004-0-661 PCT1 RD ADM-MINOR OFFICE FURN & EQUIP	14,574.52	63.78	3,989.66	3,989.66	10,521.08	27.81
9-1201-431-00-121-005-0-661 PCT1 P/U RD-MINOR OFFICE FURN & EQUIP	100.00	.00	.00	.00	100.00	.00
9-1202-431-00-122-005-0-661 PCT2 RD ADM-MINOR OFFICE FURN & EQUIP	1,300.00	432.61	329.40	329.40	537.99	58.62
9-1203-431-00-123-004-0-661 PCT3 RD ADM-MINOR OFFICE FURN & EQUIP	564.93	.00	.00	.00	564.93	.00
9-1204-431-00-124-005-0-661 PCT4 RD ADM-MINOR OFFICE FURN & EQUIP	4,967.98	1,563.84	509.98	509.98	2,894.16	41.74
9-1211-452-00-121-013-0-661 PCT1 PARKS-MINOR OFFICE FURN & EQUIP	1,800.00	.00	900.04	900.04	899.96	50.00
9-1213-452-00-123-008-0-661 PCT3 PARKS-MINOR OFFICE FURN & EQUIP	300.00	.00	.00	.00	300.00	.00
9-1222-412-00-080-006-0-661 DA BAD CK-MINOR OFFICE FURN & EQUIP	500.00	.00	.00	.00	500.00	.00
9-1223-412-00-080-007-0-661 DA INVESTIGATION HB65-MINOR OFFC FURN&EQ	500.00	.00	.00	.00	500.00	.00
9-1237-415-40-180-003-0-661 CC REC MGMT-MINOR OFFICE FURN & EQUIP	10,000.00	.00	.00	.00	10,000.00	.00
9-1242-412-00-060-001-0-661 JUSTICE CRT TECH-MINOR OFFICE FURN&EQUIP	14,000.00	.00	.00	.00	14,000.00	.00
9-1243-412-00-023-002-0-661 PROBATE COURT-MINOR OFFICE FURN & EQUIP	2,800.00	.00	.00	.00	2,800.00	.00
9-1247-412-50-100-001-0-661 LAW LIBRARY-MINOR OFFICE FURN & EQUIP	4,000.00	.00	.00	.00	4,000.00	.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1252-412-00-270-012-0-661	HIDTA US TREASURY-MINOR OFFICE FURN & EQ	1,500.00	.00	.00	.00	1,500.00 .00
9-1282-412-00-068-002-0-661	JP 4/2 TRUANCY-MINOR OFFICE FURN & EQUIP	10,000.00	.00	.00	.00	10,000.00 .00
9-1282-412-30-085-001-9-661	PUBLIC DEFENDER-MINOR OFFICE FURN & EQUI	800.00	749.99	.00	.00	50.01 93.75
9-1283-414-00-130-013-7-661	HAVA OPPORTUNITY ACCESS -MIN OFF FUR&EQU	58.12	.00	.00	.00	58.12 .00
9-1284-421-51-280-030-0-661	LRGVDC 911 PROGRAM-MINOR OFFICE FURN&EQ	890.63	.00	.00	.00	890.63 .00
9-1292-441-00-350-001-9-661	WIC ADM-MINOR OFFICE FURN & EQUIP	4,790.00	1,301.10	967.99	967.99	2,520.91 47.37
9-1292-441-00-350-009-9-661	WIC EBT-MINOR OFFICE FURN & EQUIPMENT	6,000.00	.00	.00	.00	6,000.00 .00
9-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURN & EQUIP	26,681.94	.00	25,052.54	25,052.54	1,629.40 93.89
9-1293-441-00-340-012-0-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	7,784.41	.00	.00	.00	7,784.41 .00
9-1293-441-00-340-012-9-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	1,989.97	.00	289.97	289.97	1,700.00 14.57
9-1293-441-00-340-013-9-661	TDH PHPSB-MINOR OFFICE FURN & EQUIP	350.00	.00	.00	.00	350.00 .00
9-1293-441-00-340-018-9-661	SDI-MINOR OFFICE FURN & EQUIP	9,111.00	.00	7,999.92	7,999.92	1,111.08 87.81
9-1294-423-00-330-014-0-661	COMPUTERIZATION-MINOR OFFICE FURN &EQUIP	1,599.90	.00	.00	.00	1,599.90 .00
9-1295-423-00-330-028-0-661	WESL B/C-MINOR OFFICE FURN & EQUIP	4,500.00	.00	.00	.00	4,500.00 .00
9-1297-423-00-320-002-9-661	BASIC SUPERVISION-MINOR OFFICE FURN&EQ	11.72	.00	.00	.00	11.72 .00
9-1297-423-00-320-005-9-661	RESTITUTION CTR-MINOR OFFICE FURN & EQUI	827.74	.00	.00	.00	827.74 .00
9-1297-423-00-320-020-9-661	SATF-MINOR OFFICE FURN & EQUIP	1,762.29	1,274.68	455.40	455.40	32.21 98.17
9-2201-415-00-115-009-0-661	DBM-HEALTH INS ADM-MINOR OFFICE FURN &EQ	500.00	.00	.00	.00	500.00 .00
9-2202-419-50-115-065-0-661	DBM-W/C DIV-MINOR OFFICE FURN & EQUIP	4,950.00	.00	1,341.00	1,341.00	3,609.00 27.09

**"Tower Site Leases"-Weslaco & La Joya-Hidalgo County Division of  
Emergency Services  
CC CONSENT**

Date: 09/29/2009  
Submitted By: Eric Trevino, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County Division of Emergency Services (Department of Emergency Management) - for Tower Site Lease in the, City of La Joya, TX - Bid No. 2009-088-10-21-ERT. City of Weslaco, TX - Bid No. 2009-089-10-21-ERT.

BACKGROUND

Proposed Schedule of Events for both projects:  
1st advertisement: October 3, 2009  
2nd advertisement: October 10, 2009  
Bid Opening Date: October 21, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-441  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 9/23/09 is \$40,278.40-Same account number being used for both:  
City of La Joya, TX-Bid No. 2009-088-10-21-ERT  
City of Weslaco, TX-Bid No. 2009-089-10-21-ERT

Attachments

Link: [BACKUP LA JOYA-MEMO,LEGAL NOTICE,SPECIFICATIONS,DRAFT LEASE CONTRACT](#)  
Link: [BACKUP WESLACO-MEMO,LEGAL NOTICE,SPECIFICATIONS,DRAFT CONTRACT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2009 01:49 PM	APRV

2	Budget & Management	Erika Zamora	09/24/2009 08:10 AM	APRV
3	Roland Garcia	Rolando Garcia	09/24/2009 09:26 AM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Eric Trevino

Started On: 09/21/2009 03:45  
PM

Final Approval Date: 09/25/2009

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PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Eric Trevino  
Hidalgo County Purchasing Department

DATE: September 21, 2009

RE: Approval of Specifications For: - Hidalgo County Division of Emergency Services-"Tower Site Lease Agreement-La Joya, TX" Bid No. 2009-088-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability:  YES /  NO/

Other (Specify) \_\_\_\_\_

Budget Account No.: 9-100-429-00-300-023-0-441

A.A. Tony Pera, Jr.      A.A. Tony Pera, Jr.      Emergency Management      9-22-09  
SIGNATURE                      PRINTED NAME                      DEPARTMENT                      DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than September 23, 2009 @ 12:00 P.M. or as soon as possible.**

Enclosures

**Bid No: 09-088-10-21-ERT**

**Buyer: Eric Trevino**

**Tel. No: (956) 318-2626**

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES “TOWER SITE LEASE-La Joya, TX ”**

**BID OPENING DATE:  
October 21, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy Bus 281-Administration Building  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

**BID NO: 09-088-10-21-ERT**

1. Sealed bids will be received for **“HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya, TX”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-088-10-21-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 21, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-088-10-21-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya, TX"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Jova, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Division of Emergency Services  
Attn: Belinda Alvarez  
P.O. Box 1356  
Edinburg, TX 78539  
956-318-2615

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>October 21, 2009</u></b>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**  
**“TOWER SITE LEASE-La Joya, TX”**  
**BID NO.: 09-088-10-21-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S Hwy Bus 281 - Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**Exhibit "A"**

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
(DEPARTMENT OF EMERGENCY MANAGEMENT)  
"TOWER SITE LEASE-La Joya,TX"  
RFB NO. 09-088-10-21-ERT  
SPECIFICATIONS**

**Hidalgo County is seeking to Tower Site Lease for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:**

**Specifications & Requirements, Terms & Conditions**

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below (See Exhibit "C").

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below (See Exhibit "C").

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below (See Exhibit "C").

- 8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.
- 9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.
- 11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.
- 12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.
- 13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 14) Tower site lease provider agrees that technical and maintenance employees and representatives and agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment.
- 15) Tower site lease provider shall have the right to approve/disapprove the technical staff that will install and/or maintain the equipment.
- 16) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.
- 17) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.
- 19) Tower sites will be contracted individually on a site per site basis.
- 20) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party**

**holding a security interest in or lien on the property.**

- 21) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.**
- 22) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
- 23) **The awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.**

**Term:**

The term of the lease contract will be for a period of five (5) years. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional five (5) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue under the terms and conditions of the lease agreement with the Tower site lease provider, for an additional sixty (60) days grace period, at the end of the contract term due to any unforeseen delay in the procurement process.

**Premises:**

Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

**Installed Equipment**

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

**Site – La Joya, TX**

## 800 MHz Radio Communications System

### Master Antenna System

One transmit antenna shall be located at 480 feet.

One receive antenna shall be located at 430 feet.

One tower top preamp located at 430 feet.

One three foot microwave dish located at 250 feet.

### Uninterruptible Power Supply system

## Site Equipment List

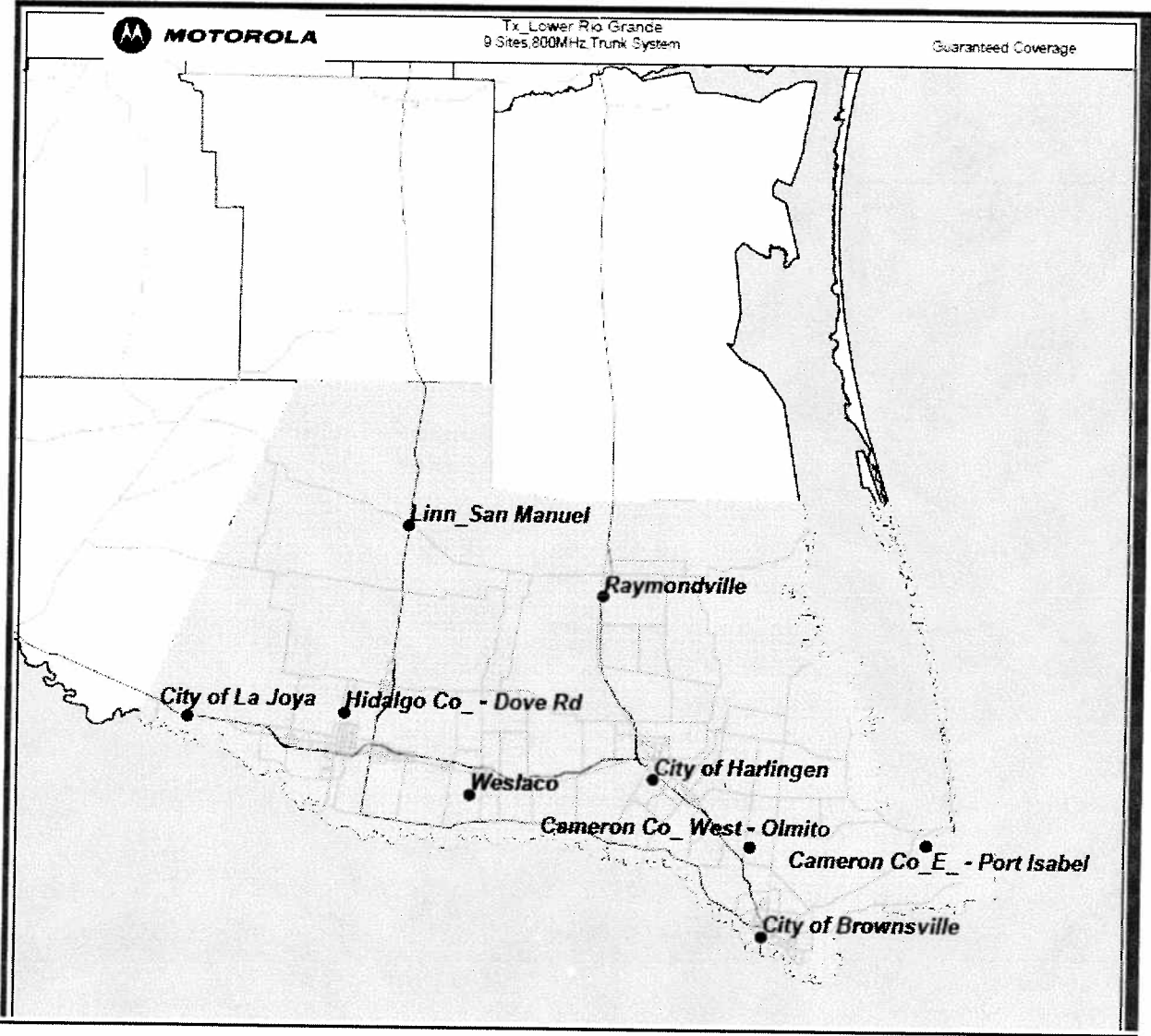
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000
1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX

15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

**LRGVDC Project 25 800 MHz Voice and Data Radio Communications System**

**Engineered Coverage**

**Hidalgo County 800 MHz Elements**



**Site - La Joya**

## PREMISES

### 19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS
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#### DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

#### Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
  5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) NO LATER THAN, Monday October 12, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 16, 2009 by 5:00 p.m.**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**LEASE AGREEMENT**  
**C-09-000-00-00**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as Lessee.

**ARTICLE I. DEMISE OF LEASE PROPERTY**

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

**ARTICLE 2. LEASE TERM**

**Term**

2.01 This lease shall be a five (5) year term hereinafter referred to as the "initial lease term" commencing on, \_\_\_\_\_, 20\_\_ and ending on, \_\_\_\_\_, 20\_\_ ; subject, however, to earlier termination as hereinafter provided.

**Renewal**

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (5) five year terms, commencing on, \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

**ARTICLE 3. RENT**

**Monthly Rental**

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of \$ \_\_\_\_\_ per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be \$ \_\_\_\_\_ ; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, \_\_\_\_\_.

**Payment of Rent**

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at unless and until Lessor notifies Lessee in writing to make the payments to some other address.

## **ARTICLE 4. UTILITIES**

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

## **ARTICLE 5. USE OF PROPERTY**

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

## **ARTICLE 6. REPAIR AND MAINTENANCE**

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

## **ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE**

### **Taxes**

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

### **Alternation, Additions, and Improvements**

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property

with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added

### **Damage or Destruction**

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

### **Insurance**

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

### **Lessee's Insurance**

7.06 Lessee, at its own expense, shall provide and maintain in force effective \_\_\_\_\_, **2009** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

## **ARTICLE 8. DEFAULT**

### **Events of Default**

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

### **Remedies**

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

#### **Re-entry**

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

#### **Termination**

After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

#### **Re-letting Property**

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

#### **Quiet Enjoyment Pending Cure Period**

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

### **ARTICLE 9. INTENTIONALLY OMITTED**

### **ARTICLE 10. MISCELLANEOUS**

#### **Notices and Addresses**

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any

notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

**LESSOR**

**LESSEE**

County Of Hidalgo, Texas Attn: Juan D. Salinas, III, County Judge  
100 E. Cano St.-2nd Floor  
Edinburg, Texas 78539

**With copy to:**

**Attn:**

**Parties Bound**

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

**Texas Law to Apply**

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

**Legal Construction**

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Prior Agreements Superseded**

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

**Amendment**

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**Waiver of Default**

10.07 No waiver by the parties hereto of any default of breach of any term, condition or

covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

### **Attorney's Fee**

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

## **ARTICLE 11. WAIVER OF SUBROGATION**

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

## **ARTICLE 12. SPECIAL PROVISIONS**

### **Access to Property**

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

### **Duty Not to Impair Lessee's Operations**

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require that any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

### **Hazardous Substances**

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable

federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

**APPROVED BY COMMISSIONER COURT ON** \_\_\_\_\_, 2009

**Approved as to form:**

Atlas & Hall, .LL.P.

**Lessee:**

County Of Hidalgo

By: \_\_\_\_\_

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

**Attest:**

**Lessor:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

By: \_\_\_\_\_



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

**TO:** ALL DEPARTMENT HEADS  
**FROM:** Eric Trevino  
Hidalgo County Purchasing Department  
**DATE:** September 21, 2009  
**RE:** Approval of Specifications For: - Hidalgo County Division of Emergency Services-"Tower Site Lease Agreement-Weslaco, TX" Bid No. 2009-089-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability:  YES /  NO

Other (Specify) \_\_\_\_\_

Budget Account No.: 9-1100-400-00-300-003-0-441

<u>A.A. Tony Pera, Jr.</u>	<u>A.A. Tony Pera, Jr.</u>	<u>Emergency Management</u>	<u>9-20-09</u>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than September 23, 2009 @ 12:00 P.M. or as soon as possible.**  
Enclosures

**Bid No: 09-089-10-21-ERT**

**Buyer: Eric Trevino**

**Tel. No: (956) 318-2626**

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES “TOWER SITE LEASE-Weslaco, TX ”**

**BID OPENING DATE:  
October 21, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy Bus 281-Administration Building  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

**BID NO: 09-089-10-21-ERT**

1. Sealed bids will be received for **“HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-Weslaco, TX”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-089-10-21-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-Weslaco, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 21, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-089-10-21-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-Weslaco, TX"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-Weslaco, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Division of Emergency Services  
Attn: Belinda Alvarez  
P.O. Box 1356  
Edinburg, TX 78539  
956-318-2615

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>October 21, 2009</u></b>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**  
**“TOWER SITE LEASE-Weslaco, TX”**  
**BID NO.: 09-089-10-21-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S Hwy Bus 281 - Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**Exhibit "A"**

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
(DEPARTMENT OF EMERGENCY MANAGEMENT)  
"TOWER SITE LEASE-Weslaco, TX"  
RFB NO. 09-089-10-21-ERT  
SPECIFICATIONS**

Hidalgo County is seeking to Tower Site Lease for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

**Specifications & Requirements, Terms & Conditions**

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
Weslaco	26-07-42.2 N	098-00-45.0 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
Weslaco	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below (See Exhibit "C").

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below (See Exhibit "C").

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below (See Exhibit "C").

- 8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.
- 9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.
- 11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.
- 12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.
- 13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 14) Tower site lease provider agrees that technical and maintenance employees and representatives and agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment.
- 15) Tower site lease provider shall have the right to approve/disapprove the technical staff that will install and/or maintain the equipment.
- 16) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.
- 17) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.
- 19) Tower sites will be contracted individually on a site per site basis.
- 20) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party**

**holding a security interest in or lien on the property.**

- 21) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.**
- 22) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
- 23) **The awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.**

**Term:**

The term of the lease contract will be for a period of five (5) years. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional five (5) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue under the terms and conditions of the lease agreement with the Tower site lease provider, for an additional sixty (60) days grace period, at the end of the contract term due to any unforeseen delay in the procurement process.

**Premises:**

Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

**Installed Equipment**

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

**Site – Weslaco, TX**

800 MHz Radio Communications System

### Master Antenna System

- One transmit antenna shall be located at 480 feet.
- One receive antenna shall be located at 430 feet.
- One tower top preamp located at 430 feet.
- One three foot microwave dish located at 250 feet.

### Uninterruptible Power Supply system

### Site Equipment List

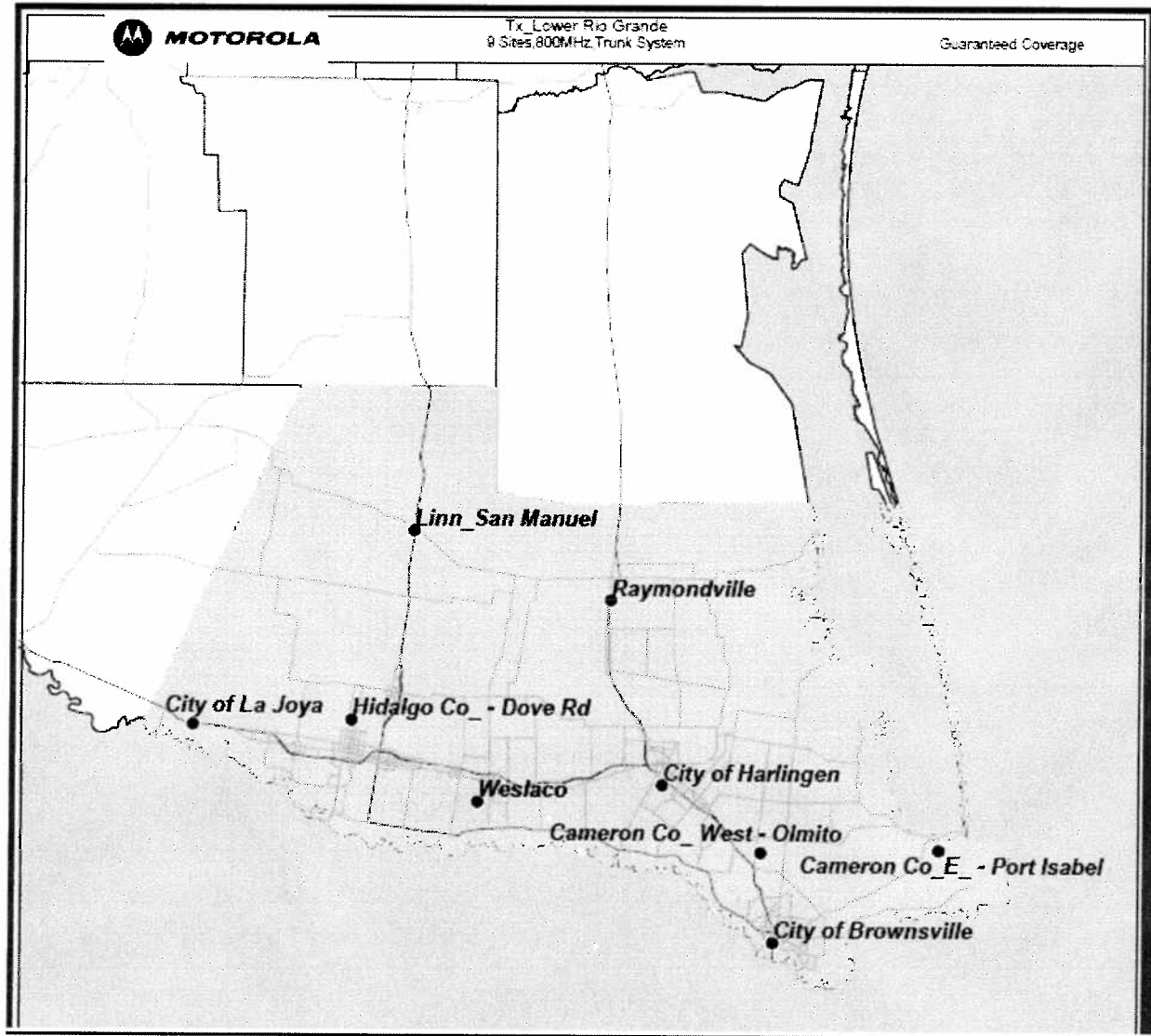
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000
1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT

2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

**LRGVDC Project 25 800 MHz Voice and Data Radio Communications System**

**Engineered Coverage**

**Hidalgo County 800 MHz Elements**



**Site – Weslaco, TX**

## PREMISES

### 19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS
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#### DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

#### Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
  5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) NO LATER THAN, Monday October 12, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 16, 2009 by 5:00 p.m.**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**LEASE AGREEMENT**  
**C-09-000-00-00**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as Lessee.

**ARTICLE I. DEMISE OF LEASE PROPERTY**

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

**ARTICLE 2. LEASE TERM**

**Term**

2.01 This lease shall be a five (5) year term hereinafter referred to as the "initial lease term" commencing on, \_\_\_\_\_, 20\_\_ and ending on, \_\_\_\_\_, 20\_\_ ; subject, however, to earlier termination as hereinafter provided.

**Renewal**

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (5) five year terms, commencing on, \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

**ARTICLE 3. RENT**

**Monthly Rental**

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of \$ \_\_\_\_\_ per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be \$ \_\_\_\_\_ ; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, \_\_\_\_\_.

**Payment of Rent**

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at unless and until Lessor notifies Lessee in writing to make the payments to some other address.

## **ARTICLE 4. UTILITIES**

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

## **ARTICLE 5. USE OF PROPERTY**

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

## **ARTICLE 6. REPAIR AND MAINTENANCE**

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property, Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

## **ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE**

### **Taxes**

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

### **Alteration, Additions, and Improvements**

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property

with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added

### **Damage or Destruction**

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

### **Insurance**

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

### **Lessee's Insurance**

7.06 Lessee, at its own expense, shall provide and maintain in force effective \_\_\_\_\_, **2009** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

## **ARTICLE 8. DEFAULT**

### **Events of Default**

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

### **Remedies**

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

### **Re-entry**

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

### **Termination**

After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

### **Re-letting Property**

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

### **Quiet Enjoyment Pending Cure Period**

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

## **ARTICLE 9. INTENTIONALLY OMITTED**

## **ARTICLE 10. MISCELLANEOUS**

### **Notices and Addresses**

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any

notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

**LESSOR**

**LESSEE**

County Of Hidalgo, Texas Attn: Juan D. Salinas, III, County Judge  
100 E. Cano St.-2nd Floor  
Edinburg, Texas 78539

**With copy to:**

**Attn:**

**Parties Bound**

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

**Texas Law to Apply**

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

**Legal Construction**

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Prior Agreements Superseded**

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

**Amendment**

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**Waiver of Default**

10.07 No waiver by the parties hereto of any default of breach of any term, condition or

covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

### **Attorney's Fee**

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

## **ARTICLE 11. WAIVER OF SUBROGATION**

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

## **ARTICLE 12. SPECIAL PROVISIONS**

### **Access to Property**

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

### **Duty Not to Impair Lessee's Operations**

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require that any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

### **Hazardous Substances**

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable

federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

**APPROVED BY COMMISSIONER COURT ON \_\_\_\_\_, 2009**

**Approved as to form:**

Atlas & Hall, .LL.P.

**Lessee:**

County Of Hidalgo

By: \_\_\_\_\_

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

**Attest:**

**Lessor:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

By: \_\_\_\_\_

AI-17600

9.G.

**Copy Graphics**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Tanya Delira, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting authority to to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (DIR) Department of Information Resources, awarded pricing including, but not limited to, Precincts, Departments, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Copy Graphics	Canon Printers , multifunction products, and related services	DIR-SDD-509
Solid Border	Ironport (anti-spam software)	DIR-SDD-255

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2010.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-002-0-743  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Amount available for requisition # 162522 as of 9/24/09 \$9,281.00 for Copy Graphics, Inc.

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-002-0-432  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Amount available for requisition # 162522 as of 9/24/09 \$1,750.00 for Copy Graphics, Inc.

Attachments

Link: [COPY GRAPHICS](#)

Form Routing/Status

Route Seq Inbox Approved By Date Status

1	Purchasing Department	Marty Salazar	09/23/2009 01:43 PM	APRV
2	Budget & Management	Erika Zamora	09/24/2009 08:10 AM	APRV
3	Erika Zamora	Erika Zamora	09/24/2009 04:04 PM	APRV
4	Auditor's Office		09/25/2009 04:48 PM	NEW

Form Started By: Tanya Delira  
Started On: 09/21/2009 08:24 AM

Final Approval Date: 09/25/2009

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AI-17600

9.G.

**Copy Graphics**

**CC CONSENT**

Date: 09/29/2009  
 Submitted By: Tanya Delira, PURCHASING DEPT.  
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**BACKGROUND**

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